

**ATTACHMENT A - PRICE SCHEDULE**

BASE YEAR

| ITEM NO   | SUPPLIES/SERVICES   | Total T&M NTE EST Hours | UNIT        |                 | AMOUNT     |
|-----------|---|-------------------------|-------------|-----------------|------------|
| CLIN 0001 | LABOR   | 303,010.56              | Lump Sum    |                 |            |
|           |   |                         |             |                 |            |
|           | SAMPLE LABOR CATEGORY   | HOURS                   | HOURLY RATE | COST            |            |
|           | Systems Engineer  |                         |             |                 |            |
|           | Information Specialist/Knowledge Engineer   |                         |             |                 |            |
|           | Disaster Recovery Specialist (Senior)   |                         |             |                 |            |
|           | Network Specialist (Master)   |                         |             |                 |            |
|           |   |                         |             |                 |            |
|           |   |                         |             |                 |            |
|           |   |                         |             |                 |            |
|           | <p>The labor category illustrated above is for information purposes only. Prospective vendors are not required to submit identical labor mix as this is a performance based requirement, however, vendors must submit quotes in accordance with the Total NTE labor hours, NTE Material and Travel amounts established in this Attachment.</p> <p>All prospective contractors must submit the same EST T&amp;M labor hours as identified above, 303,010.56 hours.</p> |                         |             |                 |            |
|           |   |                         |             |                 |            |
|           |   |                         |             | Total T&M Labor | NTE\$_____ |
|           |   |                         |             |                 |            |
|           |   |                         |             |                 |            |
|           |   |                         |             |                 |            |

| ITEM NO     | SUPPLIES/SERVICES                      | QUANTITY | UNIT | UNIT PRICE |                        |
|-------------|--|----------|------|------------|------------------------|
| 0002        | Travel (incl. estimated G&A on travel) | 1        | Lot  |            | T&M NTE \$2,000,000.00 |
| 0003        | Materials                              |          |      |            | T&M NTE \$2,000,000.00 |
| 0004        | CMRA                                   |          |      |            | T&M NTE \$2,000.00     |
|             |  |          |      |            |                        |
| BASE PERIOD |  |          |      |            |                        |
|             |  |          |      |            |                        |
|             |  |          |      |            |                        |
|             |  |          |      |            |                        |
|             |  |          |      | NET AMT    | \$4,002,000.00         |

FOB: Destination

|                          |    |
|--------------------------|----|
| TOTAL BASE PERIOD AMOUNT | \$ |
|--------------------------|----|

|                    |   |                         |             |           |             |
|--------------------|---|-------------------------|-------------|-----------|-------------|
| OPTION PERIOD<br>1 |   |                         |             |           |             |
| ITEM NO            | SUPPLIES/SERVICES   | Total T&M NTE EST Hours | UNIT        |           | AMOUNT      |
| CLIN 1001          | LABOR   | 328,762.56              | Lump Sum    |           |             |
|                    |   |                         |             |           |             |
|                    | SAMPLE LABOR CATEGORY   | HOURS                   | HOURLY RATE | COST      |             |
|                    | Systems Engineer  |                         |             |           |             |
|                    | Information Specialist/Knowledge Engineer   |                         |             |           |             |
|                    | Disaster Recovery Specialist (Senior)   |                         |             |           |             |
|                    | Network Specialist (Master)   |                         |             |           |             |
|                    | Systems Engineer  |                         |             |           |             |
|                    |   |                         |             |           |             |
|                    |   |                         |             |           |             |
|                    | <p>The labor category illustrated above is for information purposes only. Prospective vendors are not required to submit identical labor mix as this is a performance based requirement, however, vendors must submit quotes in accordance with the Total NTE labor hours, NTE Material and Travel amounts established in this Attachment.</p> <p>All prospective contractors must submit the same EST T&amp;M labor hours as identified above, 328,762.56 hours.</p> |                         |             |           |             |
|                    |   |                         |             |           |             |
|                    |   |                         |             | T&M LABOR | NTE\$ _____ |
|                    |   |                         |             |           |             |
|                    |   |                         |             |           |             |
|                    |   |                         |             |           |             |

| ITEM NO | SUPPLIES/SERVICES                      | QUANTITY | UNIT | UNIT PRICE |                        |
|---------|--|----------|------|------------|------------------------|
| 1002    | Travel (incl. estimated G&A on travel) | 1        | Lot  |            | T&M NTE \$2,000,000.00 |
| 1003    | Materials                              |          |      |            | T&M NTE \$2,000,000.00 |
| 1004    | CMRA                                   |          |      |            | T&M NTE \$2,000.00     |
|         |  |          |      |            |                        |
| OP1     |  |          |      |            |                        |
|         |  |          |      |            |                        |
|         |  |          |      |            |                        |
|         |  |          |      |            |                        |
|         |  |          |      | NET AMT    | \$4,002,000.00         |

FOB: Destination

|                  |    |
|------------------|----|
| TOTAL OP1 AMOUNT | \$ |
|------------------|----|

|                       |   |                               |                 |           |         |
|-----------------------|---|-------------------------------|-----------------|-----------|---------|
| OPTION<br>PERIOD<br>2 |   |                               |                 |           |         |
| ITEM<br>NO            | SUPPLIES/SERVIC<br>ES   | Total T&M<br>NTE EST<br>Hours | UNIT            |           | AMOUNT  |
| CLIN<br>2001          | LABOR   | 255,933.12                    | Lump<br>Sum     |           |         |
|                       |   |                               |                 |           |         |
|                       | SAMPLE LABOR<br>CATEGORY  | HOURS                         | HOURL<br>Y RATE | COST      |         |
|                       | Systems Engineer  |                               |                 |           |         |
|                       | Information<br>Specialist/Knowledge<br>Engineer   |                               |                 |           |         |
|                       | Disaster Recovery<br>Specialist (Senior)  |                               |                 |           |         |
|                       | Network Specialist<br>(Master)  |                               |                 |           |         |
|                       | <p>The labor category illustrated above is for information purposes only. Prospective vendors are not required to submit identical labor mix as this is a performance based requirement, however, vendors must submit quotes in accordance with the Total NTE labor hours, NTE Material and Travel amounts established in this Attachment.</p> <p>All prospective contractors must submit the same EST T&amp;M labor hours as identified above, 255,933.12 hours.</p> |                               |                 |           |         |
|                       |   |                               |                 |           |         |
|                       |   |                               |                 | T&M LABOR | \$_____ |
|                       |   |                               |                 |           |         |
|                       |   |                               |                 |           |         |
|                       |   |                               |                 |           |         |

| ITEM NO | SUPPLIES/SERVICES                      | QUANTITY | UNIT | UNIT PRICE |                        |
|---------|--|----------|------|------------|------------------------|
| 2002    | Travel (incl. estimated G&A on travel) | 1        | Lot  |            | T&M NTE \$2,000,000.00 |
| 2003    | Materials                              |          |      |            | T&M NTE \$2,000,000.00 |
| 2004    | CMRA                                   |          |      |            | T&M NTE \$2,000.00     |
|         |  |          |      |            |                        |
| OP2     |  |          |      |            |                        |
|         |  |          |      |            |                        |
|         |  |          |      |            |                        |
|         |  |          |      |            |                        |
|         |  |          |      | NET AMT    | \$4,002,000.00         |

FOB: Destination

|                  |    |
|------------------|----|
| TOTAL OP2 AMOUNT | \$ |
|------------------|----|

|                       |   |                               |                 |           |          |
|-----------------------|---|-------------------------------|-----------------|-----------|----------|
| OPTION<br>PERIOD<br>3 |   |                               |                 |           |          |
| ITEM<br>NO            | SUPPLIES/SERVIC<br>ES   | Total T&M<br>NTE EST<br>Hours | UNIT            |           | AMOUNT   |
| CLIN<br>3001          | LABOR   | 221,133.12                    | Lump<br>Sum     |           |          |
|                       |   |                               |                 |           |          |
|                       | SAMPLE LABOR<br>CATEGORY  | HOURS                         | HOURL<br>Y RATE | COST      |          |
|                       | Systems Engineer  |                               |                 |           |          |
|                       | Information<br>Specialist/Knowledge<br>Engineer   |                               |                 |           |          |
|                       | Disaster Recovery<br>Specialist (Senior)  |                               |                 |           |          |
|                       | Network Specialist<br>(Master)  |                               |                 |           |          |
|                       | Systems Engineer  |                               |                 |           |          |
|                       |   |                               |                 |           |          |
|                       | <p>The labor category illustrated above is for information purposes only. Prospective vendors are not required to submit identical labor mix as this is a performance based requirement, however, vendors must submit quotes in accordance with the Total NTE labor hours, NTE Material and Travel amounts established in this Attachment.</p> <p>All prospective contractors must submit the same EST T&amp;M labor hours as identified above, 221,133.12 hours.</p> |                               |                 |           |          |
|                       |   |                               |                 |           |          |
|                       |   |                               |                 | T&M LABOR | \$ _____ |
|                       |   |                               |                 |           |          |
|                       |   |                               |                 |           |          |
|                       |   |                               |                 |           |          |

| ITEM NO    | SUPPLIES/SERVICES                      | QUANTITY | UNIT | UNIT PRICE |                        |
|------------|--|----------|------|------------|------------------------|
| 3002       | Travel (incl. estimated G&A on travel) | 1        | Lot  |            | T&M NTE \$2,000,000.00 |
| 3003       | Materials                              |          |      |            | T&M NTE \$2,000,000.00 |
| 3004       | CMRA                                   |          |      |            | T&M NTE \$2,000.00     |
|            |  |          |      |            |                        |
| <b>OP3</b> |  |          |      |            |                        |
|            |  |          |      |            |                        |
|            |  |          |      |            |                        |
|            |  |          |      |            |                        |
|            |  |          |      | NET AMT    | \$4,002,000.00         |

FOB: Destination

|                         |    |
|-------------------------|----|
| <b>TOTAL OP3 AMOUNT</b> | \$ |
|-------------------------|----|

**\* Offerors are required to provide the breakout of the proposed labor categories/disciplines proposed for this effort (rates, hours, discounts, if any, and disciplines) for evaluations. The labor categories may be identified in the price schedule supplied or can be presented and submitted in contractor format. The price elements are required for consideration of the price proposal evaluation exercise.**

**Summary of all CLINs Base Period and Option Periods**

|   |                           |
|---|---------------------------|
| <b>TOTAL BASE PERIOD NTE COST ALL CLIN 0001</b> | <u>\$</u>                 |
| <b>TOTAL BASE PERIOD NTE COST ALL CLIN 0002</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL BASE PERIOD NTE COST ALL CLIN 0003</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL BASE PERIOD NTE COST ALL CLIN 0004</b> | <u>NTE \$2,000.00</u>     |
| <b>TOTAL BASE PERIOD</b>                        | <u><u>\$</u></u>          |

**TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1001**



|   |                           |
|---|---------------------------|
| <b>TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1002</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1003</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1004</b> | <u>NTE \$2,000.00</u>     |
| <b>TOTAL OPTION PERIOD 1</b>                        | <u>\$</u>                 |
| <b>TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2001</b> |                           |
| <b>TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2002</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2003</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2004</b> | <u>NTE \$2,000.00</u>     |
| <b>TOTAL OPTION PERIOD 2</b>                        | <u>\$</u>                 |
| <b>TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3001</b> |                           |
| <b>TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3002</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3003</b> | <u>NTE \$2,000,000.00</u> |
| <b>TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3004</b> | <u>NTE \$2,000.00</u>     |
| <b>TOTAL AMOUNT, BASE AND OPTION PERIODS</b>        | <u>\$</u>                 |

## Attachment B - Performance Based Matrix

| PWS Paragraph  | Performance Objective / Elements  | Standards / AQL   | Inspection  |   |                            | Calculation / Ratings<br><br>From “Contractor Performance Assessment Reporting System” (CPARS)                        |
|--|---|---|---|---|----------------------------|---|
|  |   |   | What  | How/ Method   | When/ Freq                 |   |
| Tasks 3.1 through 3.6 of the PBSOW                         | <ul style="list-style-type: none"> <li>Insightful and knowledgeable contributions which facilitates accomplishing programs milestones</li> <li>Meets or exceeds Schedule requirements</li> <li>Manages personnel to minimize breaks in performance and retains appropriately qualified personnel.</li> <li>Quality of output (verbal, written, correspondence, etc.) a</li> </ul> | As required by the Government   | <ul style="list-style-type: none"> <li>Quality</li> <li>Schedule</li> <li>Cost</li> <li>Business Relations</li> <li>Management of personnel</li> <li>Utilization of Small Business</li> </ul> | Observation and as supported by written information and data deliverable. Feedback from Government project personnel. | Continuous and as required | Excellent (Exceptional/Outstanding)<br><br>Very Good<br><br>Satisfactory (Good)<br><br>Marginal<br><br>Unsatisfactory |
| PBSOW Sections 4 through 5 of the PBSOW (All Deliverables) |   | As required in the RFQ under Section 4.11 Task Order Schedule and Milestone Dates | Reports Received  | Reading data delivered by cognizant government  | As delivered               | Excellent (Exceptional/Outstanding)<br><br>Very Good  |

**RFQ ID#ID02150009**

**Attachment B - Performance Based Matrix**

|  |   |  |  |           |  |   |
|--|---|--|--|-----------|--|---|
|  | Accurate<br><br>Complete/comprehensive<br><br>Understandable<br><br>Timely<br><br>Informative | Manpower<br>reported by 31<br>Oct of each<br>calendar year |  | personnel |  | Satisfactory (Good)<br><br>Marginal<br><br>Unsatisfactory |
|--|---|--|--|-----------|--|---|

RFQ ID#ID02150009

Attachment C – CPAR Report

[Enter Task Description Here]  
CPAR FORM

FOR OFFICIAL USE ONLY (When Filled In)

|  |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
|--|-----|---------------|-------------|---|----------|--------------|-----------|--------------------------------------|------|--------------|------|-----------------|-------|--|-------|
| <div>CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) -<br/><small>(Source Selection Sensitive Information)(See FAR 3.104)</small></div> <div>[Enter Task Description Here]</div> |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
| 1. NAME/ADDRESS OF CONTRACTOR (Division)   |     |               |             | 2.  |          | INITIAL      |           | INTER-MEDIATE                        |      | FINAL REPORT |      | ADDENDUM        |       |  |       |
|  |     |               |             | 3. PERIOD OF PERFORMANCE BEING ASSESSED       |          |              |           |                                      |      |              |      |                 |       |  |       |
| CAGE CODE  |     | DUNS+4 NUMBER |             | 4a. CONTRACT AND ORDER NUMBER                 |          |              |           | 4b. DOD BUSINESS SECTOR & SUB-SECTOR |      |              |      |                 |       |  |       |
| FSC OR SERVICE CODE  |     | SIC Code      |             | 5. CONTRACTING OFFICE (ORGANIZATION AND CODE) |          |              |           |                                      |      |              |      |                 |       |  |       |
| 6. LOCATION OF CONTRACT PERFORMANCE (If not in item 1)   |     |               |             | 7a. CONTRACTING OFFICER                       |          |              |           | 7b. PHONE NUMBER                     |      |              |      |                 |       |  |       |
|  |     |               |             | 8. CONTRACT AWARD DATE                        |          |              |           | 9. CONTRACT COMPLETION DATE          |      |              |      |                 |       |  |       |
|  |     |               |             | 10.<br>N/A                                    |          |              |           |                                      |      |              |      |                 |       |  |       |
|  |     |               |             | 11. AWARDED VALUE                             |          |              |           | 12. CURRENT CONTRACT DOLLAR VALUE    |      |              |      |                 |       |  |       |
|  |     |               |             | 13.   |          |              |           | COMPETITIVE                          |      |              |      | NON-COMPETITIVE |       |  |       |
| 14. CONTRACT TYPE  |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
|  | FFP |               | FPI         |   | FPR      |              | CPFF      |                                      | CPIF |              | CPAF |                 | MIXED |  | OTHER |
| 15. KEY SUBCONTRACTORS AND DESCRIPTION OF EFFORT PERFORMED   |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
| 16. PROGRAM TITLE AND PHASE OF ACQUISITION (If applicable)   |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
| 17. CONTRACT EFFORT DESCRIPTION (Highlight key components, technologies and requirements; key milestone events and major modifications to contract during this period.)          |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
|  |     |               |             | CURRENT RATING                                |          |              |           |                                      |      |              |      |                 |       |  |       |
| 18. EVALUATE THE FOLLOWING AREAS   |     |               | PAST Rating | Unsatisfactory                                | Marginal | Satisfactory | Very Good | Exceptional                          | N/A  |              |      |                 |       |  |       |
| a. QUALITY OF PRODUCT OR SERVICE   |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
| b. SCHEDULE  |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |
| c. COST CONTROL  |     |               |             |   |          |              |           |                                      |      |              |      |                 |       |  |       |

|                                  |  |  |  |  |  |  |  |
|----------------------------------|--|--|--|--|--|--|--|
| d. BUSINESS RELATIONS            |  |  |  |  |  |  |  |
| e. MANAGEMENT OF KEY PERSONNEL * |  |  |  |  |  |  |  |
| f. OTHER AREAS                   |  |  |  |  |  |  |  |
| (1)                              |  |  |  |  |  |  |  |
| (2)                              |  |  |  |  |  |  |  |

FOR OFFICIAL USE ONLY (When Filled In)

\* Not applicable to Operations Support

**[Enter Task Description Here]**

**CPAR FORM (continued)**

|   |  |  |  |              |              |
|---|--|--|--|--------------|--------------|
| 19. N/A   |  |  | FOR OFFICIAL USE ONLY (When Filled In) |              |              |
|   |  |  |  |              |              |
|   |  |  |  |              |              |
| 20. ASSESSING OFFICIAL (PROGRAM MANAGER OR EQUIVALENT INDIVIDUAL RESPONSIBLE FOR PROGRAM, PROJECT, OR TASK/JOB ORDER EXECUTION) NARRATIVE (SEE PARA. 1.3) |  |  |  |              |              |
|   |  |  |  |              |              |
| 21. TYPE NAME AND TITLE OF ASSESSING OFFICIAL (SEE PARA. 1.3)   |  |  | ORGANIZATION & CODE                    |              | PHONE NUMBER |
| SIGNATURE   |  |  | DATE                                   |              |              |
| 22. CONTRACTOR COMMENTS (Contractor's Option)   |  |  |  |              |              |
|   |  |  |  |              |              |
| 23. TYPE NAME AND TITLE OF CONTRACTOR REPRESENTATIVE  |  |  |  | PHONE NUMBER |              |
| SIGNATURE   |  |  |  | DATE         |              |

|  |                       |              |
|--|-----------------------|--------------|
| 24. REVIEW BY REVIEWING OFFICIAL (Comments Optional) |                       |              |
|  |                       |              |
| 25. TYPE NAME AND TITLE OF REVIEWING OFFICIAL        | ORGANIZATION AND CODE | PHONE NUMBER |
|  |                       |              |
| SIGNATURE  | DATE                  |              |
|  |                       |              |

FOR OFFICIAL USE ONLY (When Filled In)

**RFQ ID#ID02150009**

**Attachment E- Certificate of Non-Disclosure**

**CERTIFICATE OF NON-DISCLOSURE**  
**Project ID # sample**

I, \_\_\_\_\_, an employee and authorized representative of \_\_\_\_\_, a Contractor providing support services to ( ) (hereinafter ), and likely to have access to nonpublic information (hereinafter **RECIPIENT**), under GSA project number \_\_\_\_\_, agree to and promise the following:

WHEREAS **RECIPIENT** is engaged in delivering support services to ( ) under contract; and

WHEREAS it is the intention of ( ) to protect and prevent access to and disclosure on nonpublic information to anyone other than employees of the United States Government who have a need to know; but

WHEREAS ( ) acknowledges that **RECIPIENT** will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and therefore,

WHEREAS **RECIPIENT** may be given or otherwise have access to nonpublic information while providing such services; and finally,

WHEREAS “nonpublic information” includes such information as proprietary information (*e.g.*, information submitted by a Contractor marked as proprietary), advanced procurement information (*e.g.*, future requirements, statements of work, and acquisition strategies), technical evaluation information (*e.g.*, bids before made public, technical evaluation plans, and rankings of proposals), trade secrets and other confidential business information (*e.g.*, confidential business information submitted by a Contractor), attorney work product, information protected by the Privacy Act (*e.g.*, social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ( ) under the Freedom of Information act (*e.g.*, program, planning, and budgeting system information);

NOW THEREFORE, **RECIPIENT** agrees to and promises as follows:

**RECIPIENT** shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

**RECIPIENT** will ensure that his or her status as a Contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which **RECIPIENT** has or is given access, **RECIPIENT** shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If **RECIPIENT** becomes aware of any improper release or disclosure of such nonpublic information, **RECIPIENT** will advise the contracting officer or his/her representative in writing as soon as possible.

The **RECIPIENT** agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by **RECIPIENT** of nonpublic information to which **RECIPIENT** was given access, if not already destroyed, upon **RECIPIENT** leaving the contract.

**RECIPIENT** understands that any unauthorized use, release, or disclosure of nonpublic information in violation of this CERTIFICATE will subject the **RECIPIENT** and the **RECIPIENT's** employer to administrative, civil, or criminal remedies as may be authorized by law.

(signature) **RECIPIENT**: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_





**Attachment F-Section 508**

GSA Project ID#:

R.E.: Section 508 – Contractor Statement of Compliance

Dear GSA Contracting Officer,

<Contractor Name Here> agrees to comply to the following section 508 provisions:

All electronic and information technology (EIT) procured through this Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.section508.gov/index.cfm>. <Contractor Name Here> shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

---

Signature

## ATTACHMENT G - Past Performance Questionnaire

### Past Performance Questionnaire

(TO BE COMPLETED BY OFFEROR)

**Contract/Project / Task Order Information.** Complete the general contract information below.

Name of Firm/Contractor: \_\_\_\_\_

Contract/Task Order Number: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Project Title/Description of Work: \_\_\_\_\_

Value/Dollar Amount of Contract: \_\_\_\_\_

Performance Period: \_\_\_\_\_

Completion Date(s) \_\_\_\_\_

(TO BE COMPLETED BY EVALUATING ORGANIZATION REPRESENTATIVE/PAST CLIENT REFERENCE)

#### A. Respondent/Agency Information

Firm/Agency Installation: \_\_\_\_\_

Name of Respondent: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

## ATTACHMENT G - Past Performance Questionnaire

**B. Past Performance Survey:** For the purposes of this survey the government will receive an overall assessment of what the contractor can perform in accordance with the solicitation, using the ratings below. In responding to the survey, please justify and explain exceptional, marginal, and unsatisfactory ratings. Please include comments to explain all ratings given. Respondent may be contacted to clarify comments or ratings. In order for the government to review and assess the contractor's past performance rating, please use the following ratings to describe the offeror's performance on your contract or project:

**Exceptional** Performance met all contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

**Very Good** Performance met all contract requirements and exceeded some to the Government's benefit. There were a few minor problems that the contractor resolved in a timely, effective manner.

**Satisfactory Performance** met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.

**Marginal** Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.

**Unsatisfactory Performance** did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.

**Unknown** No record of past performance or the record is inconclusive.

C. You are advised that the FAR requires that the offeror be given an opportunity to respond to adverse past performance information.

D. Again, thank you for your time and effort in assisting us with our requirement.

**NOTE: If you have rated this contractor on this particular contract or project in CPARS or some other evaluation system accessible to the Government, you may indicate that past performance information on this contract/project is available in the appropriate system and you may include a copy of that rating in lieu of the following questionnaire.**

## ATTACHMENT G - Past Performance Questionnaire

### Management Effectiveness

| 1. Effectiveness of contractor's management team? |           |              |          |                |         |
|---|-----------|--------------|----------|----------------|---------|
| Exceptional                                       | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|   |           |              |          |                |         |

#### NARRATIVE:

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| 2. Satisfying technical or functional specifications or requirements? |           |              |          |                |         |
|---|-----------|--------------|----------|----------------|---------|
| Exceptional   | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|   |           |              |          |                |         |

#### NARRATIVE:

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| 3. Ability to estimate cost? |           |              |          |                |         |
|------------------------------|-----------|--------------|----------|----------------|---------|
| Exceptional                  | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|                              |           |              |          |                |         |

#### NARRATIVE:

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## ATTACHMENT G - Past Performance Questionnaire

| 4. Competitiveness of prices offered? |           |              |          |                |         |
|---------------------------------------|-----------|--------------|----------|----------------|---------|
| Exceptional                           | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|                                       |           |              |          |                |         |

NARRATIVE:

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| 5. Quality of products and services? |           |              |          |                |         |
|--------------------------------------|-----------|--------------|----------|----------------|---------|
| Exceptional                          | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|                                      |           |              |          |                |         |

NARRATIVE:

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| 6. Response to customer requests and problem resolution? |           |              |          |                |         |
|--|-----------|--------------|----------|----------------|---------|
| Exceptional  | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|  |           |              |          |                |         |

NARRATIVE:

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| 7. Contractor adhered to the Quality Control Plan (QCP). |           |              |          |                |         |
|--|-----------|--------------|----------|----------------|---------|
| Exceptional  | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|  |           |              |          |                |         |

## ATTACHMENT G - Past Performance Questionnaire

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
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NARRATIVE:

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| 8. Contractor worked closely with your company's Contract Officer Representative (COR) and Product Managers. |           |              |          |                |         |
|--|-----------|--------------|----------|----------------|---------|
| Exceptional  | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|  |           |              |          |                |         |

NARRATIVE:

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Timeliness/Adherence to Schedules

| 9. Contractor managed scheduling and deadlines outlined in the PWS/ SOW (i.e. reports due, meeting attendance, delivery of services, etc.) |           |              |          |                |         |
|--|-----------|--------------|----------|----------------|---------|
| Exceptional  | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|  |           |              |          |                |         |

NARRATIVE:

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## ATTACHMENT G - Past Performance Questionnaire

|   |           |              |          |                |         |
|---|-----------|--------------|----------|----------------|---------|
| 10. Identified problems in a timely manner (i.e. to avoid unnecessary schedule delays). |           |              |          |                |         |
| Exceptional   | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|   |           |              |          |                |         |

NARRATIVE:

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### Customer Satisfaction

|  |           |              |          |                |         |
|--|-----------|--------------|----------|----------------|---------|
| 11. Contractor maintained a professional working relationship. |           |              |          |                |         |
| Exceptional  | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|  |           |              |          |                |         |

NARRATIVE:

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|   |           |              |          |                |         |
|---|-----------|--------------|----------|----------------|---------|
| 12. Contractor was reasonable and cooperative in resolving customer complaints. |           |              |          |                |         |
| Exceptional   | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|   |           |              |          |                |         |

NARRATIVE:

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## ATTACHMENT G - Past Performance Questionnaire

|                                    |           |              |          |                |         |
|------------------------------------|-----------|--------------|----------|----------------|---------|
| 13. Overall customer satisfaction. |           |              |          |                |         |
| Exceptional                        | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|                                    |           |              |          |                |         |

NARRATIVE:

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General Questions

14. Would your organization award another contract to this contractor?

(Circle one) YES or NO

Please provide explanation.

NARRATIVE:

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15. The overall rating the contractor would be given for this project.

|             |           |              |          |                |         |
|-------------|-----------|--------------|----------|----------------|---------|
|             |           |              |          |                |         |
| Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Unknown |
|             |           |              |          |                |         |

NARRATIVE:

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Additional Comments:

## ATTACHMENT G - Past Performance Questionnaire

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DRAFT

**RFQ ID#ID02150009**  
**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

## **1. Vision**

Project Manager Warfighter Information Network-Tactical (PM WIN-T) provides the communications network and services that allows the Warfighter to send and receive information in order to execute the mission. Information is the element of combat power that allows Commanders to magnify the effects of maneuver, firepower, and protection. WIN-T is the transformational Command and Control system that manages tactical information transport at theatre through company echelons in support of full spectrum Army operations.

The WIN-T Network is currently being fielded incrementally to the Army. WIN-T Increment 1 provides networking capabilities "At-The-Halt" down to the Battalion level and has been fielded to about sixty percent of the Army Units. WIN-T Increment 2 builds on Increment 1 capabilities and provides initial networking "On-The-Move" down to the Company level only for select Maneuver Brigades. WIN-T Increment 3 will provide full networking "On-The-Move" down to the Company level for Maneuver, Fires and Aviation Brigades, and will fully support the Brigade Combat Team (BCT) Modernization program. WIN-T Increment 4 will provide protected Satellite Communications "On-The-Move" capability against jamming, detection and intercept.

WIN-T is designated as an ACAT ID program which is subject to the management, review and approval processes of DoDI 5000.02. WIN-T is chartered with the life cycle acquisition management and support responsibility for all of the systems and products it is assigned. A critical attribute of the service provider for this effort is in depth knowledge and experience implementing the requirements of DoDI 5000.02. This is essential to the timing, program milestone approvals and success of its programs and the overall mission of WIN-T.

## **2. Mission**

The government requires Systems Engineering and Technical Assistance (SETA) non-personal services include expertise not readily available within the Project Management Office or supporting Communications-Electronics Command (CECOM) Life Cycle Management Center (LCMC) matrixes and other U.S. Government offices. These services provide the flexibility required for tasks, which cannot be accomplished by the U.S. Government organization within the available time. It is an objective of these services to provide the support needed to assist the PM WIN-T programs and projects to successfully achieve their program milestones and mission needs in an effective and efficient manner. The efforts described in the PBSOW comprise a broad range of efforts including: strategic planning; concept development and requirements planning; systems design, engineering and integration; technology insertion/systems integration; engineering and technical documentation support; software/hardware engineering; preparation of independent assessments; systems engineering solutions; value engineering; test integration and evaluation; integrated logistics support; and acquisition and life cycle management as set forth herein. This support includes assisting WIN-T, its

**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

Product Managers (PdMs), WIN-T divisions, project teams, and support some of the following programs and projects as requested, during any or all phases of the system's/equipment acquisition life cycle as described in DoDI 5000.02: (Note: This list will change in response to new direction and to keep pace with evolving Army needs.)

- Area Common User System Modernization (ACUS) Inc 1
- En-route Mission Capability (EMC) Inc 1
- Fight the Network (FTN)
- Global Broadcast System (GBS)
- Global Rapid Response Information Package (GRRIP)
- MILSATCOM Systems Engineering
- NETOPS Integration
- Phoenix
- SATCOM Commercial Satellite Terminal Program (SATCOM-CSTP)
- Signal Modernization Inc 1
- Secure Mobile Anti-Jam Reliable Tactical Terminal (SMART-T)
- Transportable Tactical Command and Control (T2C2) Inc 1
- TCDMP
- Tactical Internet Management System (TIMS)
- Warfighter Information Network-Tactical (WIN-T) Increments 1, 2 & 3
- Other Program Executive Office (PEO) Command, Control, and Communication-Tactical (C3T) Programs & Projects Support, as directed

**3. Purpose**

This quality assurance surveillance plan is a government-developed document used to determine if the contractor's performance meets the performance standards contained in the task order. The QASP establishes procedures on how this assessment/inspection process will be conducted. It provides the detailed process for a continuous oversight process:

- What will be monitored
- How monitoring will take place
- Who will be conduct the monitoring
- How monitoring efforts and results will be documented

The contractor is responsible for implementing and delivering performance that meets task order standards using its Quality Control Plan. The QASP provides the structure for the government's surveillance of the contractor's performance to assure that it meets task order standards. It is the government's responsibility to be objective, fair and consistent in evaluating contractor performance.

The QASP is not part of the task order nor is it intended to duplicate the contractor's quality control plan. This QASP is a living document. Flexibility in the QASP is

**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

required to allow for an increase or decrease in the level of surveillance necessary based on contractor performance.

The government may provide a copy of the QASP to the contractor to facilitate open communication. In addition, the QASP should recognize that unforeseen or uncontrollable circumstances might occur that are outside the control of the contractor.

Bottom line, the QASP should ensure early identification and resolution of performance issues to minimize impact on mission performance.

**4. Authority**

Authority for issuance of this QASP is provided under FAR Part 46 and FAR 52.212-4. This acceptance is to be executed by the Contracting Officer or a duly authorized representative.

**5. Roles and Responsibilities**

**5.1 Government Personnel**

The following personnel shall oversee and coordinate surveillance activities.

**Program/Project Manager (PgM/PM):** The PgM/PM provides primary program oversight and supports the COR's performance assessment activities. While the PgM/PM may serve as a direct conduit to provide government guidance and feedback to the contractor on technical matters, they are not empowered to make any contractual commitments or any contract changes on the government's behalf.

Assigned PgM/PM: TBD

Organization or Agency: Department of Army's PM WIN-T

Telephone:

Email:

**Contracting Officer (KO):** The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also ensure that the contractor receives impartial, fair, and equitable treatment under this contract. Determine the final assessment of the contractor's performance.

General Services Administration

26 Federal Plaza, RM 20-100

Federal Acquisition Service (FAS), AAS

Rick Yao

Work 212-264-8345

Email. [rick.yao@gsa.gov](mailto:rick.yao@gsa.gov)

**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

**Contracting Officer's Representative (COR):** The COR is responsible for providing continuous technical oversight of the contractor's performance. The COR uses the QASP to conduct the oversight/surveillance process. The COR shall keep a quality assurance file that accurately documents the contractor's actual performance. The purpose is to ensure that the contractor meets the performance standards contained in the contract. The COR is responsible for reporting early identification of performance problems to the KO. The COR is required to provide an annual performance assessment to the KO which will be used in documenting past performance. The QASP is the primary tool for documenting contractor performance. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf.

Caroline A. Borst  
Systems Acquisition Specialist  
Project Manager, Warfighter Information Network – Tactical (PM WIN-T)  
Building 6010, Room  
Aberdeen Proving Ground (APG), MD 21005  
Office: (443) 395-7059  
E-mail: caroline.a.borst.civ@mail.mil

## **5.2 Contractor Representatives**

The following employees of the contractor serve as the contractor's PgM/PM, Task Manager and other key personnel for this task order. (Complete this section after the task order award)

**Program Manager - TBD**  
Telephone: <enter number>  
Email: <enter address>

**Other Key Contract Personnel** - <upon award, enter name or delete these lines if not applicable>

Title: <enter title>  
Telephone: <enter number>  
Email: <enter address>

## **6. Performance Requirements and Method of Surveillance**

### **6.1 Task Order Surveillance**

The goal of the QASP is to ensure that contractor performance is effectively monitored and documented. The COR's contribution is their professional, non-adversarial relationships with the KO, PM and the contractor, which enables positive, open and timely communications. The foundation of this relationship is built upon objective, fair, and consistent COR evaluations of contractor performance against contract requirements.

**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

The COR uses the methods contained in this QASP to ensure the contractor is in compliance with contract requirements. The COR function is responsible for a wide range of surveillance requirements that effectively measure and evaluate the contractor's performance. Additionally, this QASP is based on the premise that the contractor, not the government, is responsible for management and QC/QA actions to successfully meet the terms of the contract.

**6.2 Performance Based Surveillance Matrix**

The Performance Based Surveillance Matrix (Attachment 1) is the list of performance objectives and standards that must be performed by the contractor. This matrix details the method of surveillance the COR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR file.

Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards. The PRS should be used to form the foundation of the COR's inspection checklist.

**6.1. Performance Rating Definitions**

In evaluating the quality of contractor's performance, the following performance ratings may be used.

| <b>Performance Rating</b>              | <b>Criteria</b>  |
|--|--|
| Excellent<br>(Exceptional/Outstanding) | Performance meets contractual requirements and exceeds many to the government's benefits. The contractual performance of the element or sub-element being assessed was accomplished with no problems and contractor actions were highly effective. |
| Very Good                              | Performance meets contractual requirements and exceeds some to the government benefits. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were effective.                  |
| Satisfactory (Good)                    | Performance meets contractual requirements. The contractual performance contains some minor problems for which corrective actions taken by the contractor were satisfactory.   |
| Marginal                               | Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor has not yet identified corrective   |

**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

|                |  |
|----------------|--|
|                | actions. The contractor's proposed actions appear marginally effective or were not fully implemented.  |
| Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. |

**7. Performance Reporting.**

The COR will perform as the Assessor and prepare performance reports periodically in the Contractor Performance Assessment Reporting System (CPARS). The COR's ratings will be reviewed by the contractor prior to finalizing. CPARS will be available to other government activities when information of the contractor's performance is needed. CPARS are typically prepared for each contract Period of Performance or contract year.

**7.1. Performance Assessment Report.**

The COR's Monthly Status Report will serve as a documentation of the contractor's performance during each applicable monthly reporting period. Incidents that require more immediate action will be recorded and archived via MS Outlook e-mails and direct phone access to the Contracting Officer and contractor personnel by the COR. Information shall be recorded and maintained in the COR files. The ITSS can also be used to document Action Items for GSA, the COR and the Contractor.

**7.2. Customer Complaint Form.**

When appropriate, a Customer Complaint Form will be prepared and submitted to the COR. The COR will coordinate applicable issue with the contractor and work for resolution at the lowest level appropriate. Items of significant importance which may impact cost, schedule or future performance will be brought to the attention of the Contracting Officer for action and resolution. See format attached.

**7.3. Corrective Action Report (CAR).**

Depending on the nature of the item requiring a corrective action the COR will coordinate problem resolution directly with the applicable parties and communicate verbally as necessary. Action which are more significant in nature will be communicated via e-mail to the contractor or Contracting Officer and include a CAR (attached). The CAR may be proposed by the Contractor and or developed mutually using the attached CAR format.



## Quality Assurance Surveillance Plan (QASP) (Attachment H)

## Appendix 1 - Performance Based Surveillance Matrix

| PBSOW Paragraph                    | Performance Objective / Elements   | Standards / AQL               | Inspection  |   |                            | Calculation / Ratings<br>From "Contractor Performance Assessment Reporting System" (CPARS)            |
|------------------------------------|--|-------------------------------|---|---|----------------------------|---|
|                                    |  |                               | What  | How/ Method   | When/ Freq                 |   |
| Tasks 3.1 through 3.6 of the PBSOW | <ul style="list-style-type: none"> <li>Insightful and knowledgeable contributions which facilitates accomplishing programs milestones</li> <li>Meets or exceeds Schedule requirements</li> <li>Manages personnel to minimize breaks in performance and retains appropriately qualified personnel.</li> <li>Quality of output (verbal,</li> </ul> | As required by the Government | <ul style="list-style-type: none"> <li>Quality</li> <li>Schedule</li> <li>Cost</li> <li>Business Relations</li> <li>Management of personnel</li> <li>Utilization of Small Business</li> </ul> | Observation and as supported by written information and data deliverable. Feedback from Government project personnel. | Continuous and as required | Excellent (Exceptional/Outstanding)<br>Very Good<br>Satisfactory (Good)<br>Marginal<br>Unsatisfactory |

**RFQ ID#ID02150009****Quality Assurance Surveillance Plan (QASP) (Attachment H)**

|   |   |   |                     |  |                 |  |
|---|---|---|---------------------|--|-----------------|--|
|   | written,<br>correspondenc<br>e, etc.) a   |   |                     |  |                 |  |
| PBSOW Sections 4<br>through 5 of the<br>PBSOW (All<br>Deliverables) | Accurate<br>Complete/compr<br>ehensive<br>Understandable<br>Timely<br>Informative | As required in the<br>RFQ under Section<br>4.11 Task Order<br>Schedule and<br>Milestone Dates <ul style="list-style-type: none"><li>Manpower<br/>reported by 31<br/>Oct of each<br/>calendar year</li></ul> | Reports<br>Received | Reading data<br>delivered by<br>cognizant<br>government<br>personnel | As<br>delivered | Excellent<br>(Exceptional/Outstanding)<br>Very Good<br>Satisfactory (Good)<br>Marginal<br>Unsatisfactory |

**Inspection Metrologies:**

**M1: Inspection of Reports.** All reports shall be reviewed upon receipt. The reviewer will report any flaws in the document and categorize the flaws (Editorial, Format, and/or Substance).

**RFQ ID#ID02150009**

## Quality Assurance Surveillance Plan (QASP) (Attachment H)

## CORRECTIVE ACTION REPORT (CAR)

*(If more space is needed, use reverse and identify by number)*

|               |                    |                     |
|---------------|--------------------|---------------------|
| 1. CONTRACTOR | 2. CONTRACT NUMBER | 3. TYPE OF SERVICES |
|---------------|--------------------|---------------------|

|                    |                     |                      |
|--------------------|---------------------|----------------------|
| 4. FUNCTIONAL AREA | 5. SUSPENSE<br>DATE | 6. CONTROL<br>NUMBER |
|--------------------|---------------------|----------------------|

|  |                                |                                |
|--|--------------------------------|--------------------------------|
| 7. DEFICIENCY  | <input type="checkbox"/> MAJOR | <input type="checkbox"/> MINOR |
| FINDING:   |                                |                                |
| FINDING IMPACT:  |                                |                                |
| <p><i>Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and actions taken to prevent recurrence by Suspense Date in Block 5. If date was not entered in Block 5, the contractor is not required to provide a response.</i></p> |                                |                                |

*Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and actions taken to prevent recurrence by Suspense Date in Block 5. If date was not entered in Block 5, the contractor is not required to provide a response.*

| 8. QUALITY ASSURANCE PERSONNEL (COR) |                    |
|--------------------------------------|--------------------|
| TYPED NAME AND GRADE                 | SIGNATURE AND DATE |
|                                      |                    |

|                      |                    |
|----------------------|--------------------|
| 9. ISSUING AUTHORITY |                    |
| TYPED NAME AND GRADE | SIGNATURE AND DATE |

**RFQ ID#ID02150009**

**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

10. COR RESPONSE TO CONTRACTOR CORRECTIVE ACTION AND ACTION TAKEN TO PREVENT RECURRENCE

11. COR DETERMINATION

☐ ACCEPTED    ☐ REJECTED

12. CLOSE DATE

**RFQ ID#ID02150009**

**Quality Assurance Surveillance Plan (QASP) (Attachment H)**

|   |                            |                   |                               |
|---|----------------------------|-------------------|-------------------------------|
| <b>CUSTOMER COMPLAINT RECORD</b>                  |                            |                   | <b>DATE/TIME OF COMPLAINT</b> |
| <b>SOURCE OF COMPLAINT</b>                        |                            |                   |                               |
| <b>ORGANIZATION</b>                               | <b>BUILDING<br/>NUMBER</b> | <b>INDIVIDUAL</b> | <b>PHONE<br/>NUMBER</b>       |
| <b>NATURE OF COMPLAINT</b>                        |                            |                   |                               |
| <b>CONTRACT REFERENCE</b>                         |                            |                   |                               |
| <b>VALIDATION</b>                                 |                            |                   |                               |
| <b>DATE/TIME CONTRACTOR INFORMED OF COMPLAINT</b> |                            |                   |                               |
| <b>ACTION TAKEN BY CONTRACTOR</b>                 |                            |                   |                               |
| <b>RECEIVED/VALIDATED BY</b>                      |                            |                   |                               |

**PERFORMANCE ASSESSMENT REPORT (PAR)**  
**Quality Assurance Surveillance Plan (QASP) (Attachment H)**  
*(If more space is needed, use reverse and identify by number)*

1. CONTRACT/TASK  
ORDER NUMBER

2. CONTRACTOR

3. TYPE OF SERVICES

4. QUALITY ASSURANCE PERSONNEL (COR) SIGNATURE  
AND DATE

5. COR  
PHONE

6. SUSPENSE  
DATE

**I. PERFORMANCE**

7. ☐ DEFICIENCY (CHECK ALL  
BOXES THAT APPLY)  
☐ NEW  
☐ REPEAT  
☐ NO DEFICIENCY NOTED

8. SERVICES SUMMARY or PBSOW  
PARAGRAPH ITEM REVIEWED

9. BRIEF DESCRIPTION OF DEFICIENCY (IF  
DEFICIENCY BOX WAS CHECKED)

10. DETAILED PERFORMANCE ASSESSMENT

**II. CONTRACTOR VALIDATION**

11. CONTRACTOR REPRESENTATIVE ☐  
CONCUR ☐ NON-CONCUR

12. CORRECTIVE ACTION ESTIMATED  
COMPLETION DATE

13. CONTRACTOR REPRESENTATIVE CORRECTIVE ACTION AND PREVENTION OF  
RECURRENCE OR REASON FOR NON-CONCURRENCE OF COR CITED DEFICIENCY

**III. ACTION CORRECTED**

14. ☐ CONCUR ☐ NON-CONCUR COR SIGNATURE AND DATE

15. COR REMARKS (REQUIRED)

6. CONTRACTOR REPRESENTATIVE REMARKS

## **Attachment I (Incoming Invited Contractor Procedure)**

### **TDY**

The requirements for entering Korea IAW USFK Regulation 700-19 are as follows:

- 1) Provide the COR a contractor letter of Identification (LOI) signed by the Government contracting officer or Government program manager. Contractor letters of ID should include the individual's name, SSN, contract number, company name and period of performance in Korea. (See attached example)



Microsoft Office  
Word 97 - 2003 Document

### **Example LOI 1**

- 2) The attached forms (USFK 700-19A-E and the AMC Personal Data Card) need to be filled out by the individual contractor who is coming into country and sent back to the COR.



Microsoft Office  
Word 97 - 2003 Document

### **USFK 700-19A-E TDY**



Microsoft Office  
Word 97 - 2003 Document

### **AMC Personal Data Card**

- 3) Provide a copy of passport with all stamped pages in it.
- 4) Provide a copy of the completed USFK Training certificate.

Training can be reached at [www.usfk.mil](http://www.usfk.mil) and click on the training tab.

- 5) Once the COR receives these documents the COR can then process them for individual SOFA designation and release the approved locally generated Theater Clearance. This will indicate that the individual is cleared to enter country as far as USFK is concerned.

## **Permanent Party**

- 1) Same procedures as above except a copy of all the stamped pages in the passport are required for the Invited Contractor only.
- 2) For dependents accompanying Permanent Party Personnel; provide a copy of marriage certificate, Copy of passport for all dependents and Birth certificates of any dependent children.



Microsoft Office  
Word 97 - 2003 Document

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## **USFK 700-19A-E Permanent Party**



## **APPENDIX A -CONTRACTOR NON-DISCLOSURE AGREEMENT**

This Agreement refers to Contract/Order \_\_\_\_\_ entered into between the US Army CECOM Contracting Center and \_\_\_\_\_ (Contractor).

As an officer of (fill in name of Contractor), authorized to bind the company, I understand that in connection with our participation in the (fill in program) acquisition under the subject Contract/Order, Contractor's employees may acquire or have access to procurement sensitive or source selection information relating to any aspect of (fill in program) acquisition. Company ( fill in name) hereby agrees that it will obtain Contractor - Employee Personal Financial Interest/Protection of Sensitive Information Agreements from any and all employees who will be tasked to perform work under the subject Contract/Order prior to their assignment to that Contract/Order. The Company shall provide a copy of each signed agreement to the Contracting Officer. Company (fill in name) acknowledges that the Contractor - Employee Personal Financial Interest/Protection of Sensitive Information Agreements require Contractor's employee(s) to promptly notify Company management in the event that the employee releases any of the information covered by that agreement and/or whether during the course of their participation, the employee, his or her spouse, minor children or any member of the employee's immediate family/household has/or acquires any holdings or interest whatsoever in any other private organization (e.g., contractors, offerors, their subcontractors, joint venture partners, or team members), identified to the employee during the course of the employee's participation, which may have an interest in the matter the Company is supporting pursuant to the above stated Contract/Order. The Company agrees to educate its employees in regard to their conflict of interest responsibilities.

Company (fill in name) further agrees that it will notify the Contracting Officer within 24 hours, or the next working day, whichever is later, of any employee violation. The notification will identify the business organization or other entity, or individual person, to whom the information in question was divulged and the content of that information. Company (fill in name ) agrees, in the event of such notification, that, unless authorized otherwise by the PCO, it will immediately withdraw that employee from further participation in the acquisition until the OCI issue is resolved.

This agreement shall be interpreted under and in conformance with the laws of the United States.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

## **APPENDIX B - CONTRACTOR EMPLOYEE PERSONAL FINANCIAL INTEREST/PROTECTION OF SENSITIVE INFORMATION AGREEMENT**

This Agreement refers to Contract/Order \_\_\_\_\_ entered into between the US Army CECOM Contracting Center and \_\_\_\_\_ (Contractor).

As an employee of the aforementioned Contractor, I understand that in connection with my involvement in the support of the above-referenced Contract/Order, I may receive or have access to certain "sensitive information" relating to said Contract/Order, and/or may be called upon to perform services which could have a potential impact on the financial interests of other companies, businesses or corporate entities. I hereby agree that I will not discuss or otherwise disclose (except as may be legally or contractually required) any such "sensitive information" maintained by US Army CECOM Contracting Center or by others on behalf of US Army CECOM Contracting Center, to any person, including personnel in my own organization, not authorized to receive such information.

"Sensitive information" includes:

- (a) Information provided to the contractor or the Government that would be competitively useful on current or future related procurements; or
- (b) Is considered source selection information or bid and proposal information as defined in FAR 2.101, and FAR 3.104-4; or
- (c) Contains (1) information about a contractor's pricing, rates, costs, schedule, or contract performance; or (2) the Government's analysis of that information; or
- (d) Program information relating to current or estimated budgets, schedules or other financial information relating to the program office; or
- (e) Is properly marked as source selection information or any similar markings.

**Should "sensitive information" be provided to me under this Contract/Order, I agree not to discuss or disclose such information with/to any individual not authorized to receive such information. If there is any uncertainty as to whether the disclosed information comprises "sensitive information", I will request my employer to request a determination in writing from the US Army CECOM Contracting Center Contracting Officer as to the need to protect this information from disclosure.**

I will promptly notify my employer if, during my participation in the subject Contract/Order, I am assigned any duties that could affect the interests of a company, business or corporate entity in which either I, my spouse or minor children, or any member of my immediate family/household has a personal financial interest. "Financial interest" is defined as compensation for employment in the form of wages, salaries, commissions, professional fees, or fees for business referrals, or any financial investments in the business in the form of direct stocks or bond ownership, or partnership interest (excluding non-directed retirement or other mutual fund investments). In the event that, at a later date, I acquire actual knowledge of such an interest or my employer becomes involved in

proposing for a solicitation resulting from the work under this Contract/Order, as either an offeror, an advisor to an offeror, or as a subcontractor to an offeror, I will promptly notify my employer. I understand this may disqualify me from any further involvement with this Contract/Order, as agreed upon between US Army CECOM Contracting Center and my company.

Among the possible consequences, I understand that violation of any of the above conditions/requirements may result in my immediate disqualification or termination from working on this Contract/Order pending legal and contractual review.

I further understand and agree that all Confidential, Proprietary and/or Sensitive Information shall be retained, disseminated, released, and destroyed in accordance with the requirements of law and applicable Department of Defense or US Army CECOM Contracting Center directives, regulations, instructions, policies and guidance.

This Agreement shall be interpreted under and in conformance with the laws of the United States.

I agree to the Terms of this Agreement and certify that I have read and understand the above Agreement. I further certify that the statements made herein are true and correct.

---

Signature and Date

---

Company

---

Printed Name

---

Phone Number

Attachment J (Additional Provisions and Clauses)

**PROVISION IN FULL TEXT**

**52.216-1 Type of Contract.**

As prescribed in [16.105](#), complete and insert the following provision:

TYPE OF CONTRACT (APR 1984)

This competitive acquisition will result in a performance based Time & Materials award.

(End of Provision)

**CLAUSES IN FULL TEXT**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in [12.301](#)(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_X\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#))).

\_X\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

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\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

\_X\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_X\_ (10) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

\_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Oct 2014) of [52.219-9](#).

\_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

\_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

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- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_X (28) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_X (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).
- \_\_\_X (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_\_\_X (31) [52.222-37](#), Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- \_\_\_X (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_X (33) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (34)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (35)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-13](#).
- \_\_\_ (36)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_ (37) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- X\_\_\_ (38)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_\_\_ (39) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_X (40) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

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\_X\_ (41)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

\_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_\_ (42) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_\_ (43) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (44) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_\_ (45) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (46) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (47) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (48) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (49) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_X\_ (50) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (51) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (52) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_X\_ (53)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

\_\_\_ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_\_ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).



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(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(vii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))

(viii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(ix) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(x) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
—Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(xi) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).

(xiv) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Attachment J (Additional Provisions and Clauses)

**52.217-8 Option to Extend Services.**

As prescribed in [17.208](#) (f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days *[insert the period of time within which the Contracting Officer may exercise the option]*.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract.**

As prescribed in [17.208](#) (g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 Days *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years (months) (years).

(End of clause)

**252.225-7997 Additional Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION).**

Use the following clause in all new solicitations and resultant contracts performed in Iraq or Afghanistan, as well as modifying existing solicitations and contracts to the extent practicable, in accordance with FAR 1.108(d). "Contract in Iraq or Afghanistan" means a contract with the Department of Defense, a subcontract at any tier issued under such a contract, or a task order or delivery order at any tier issued under such a contract (including a contract, subcontract, or task order or delivery order issued by another Government agency for the Department of Defense, if the contract, subcontract, or task order or delivery order involves work performed in Iraq or Afghanistan for a period longer than 14 days.

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**ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO  
ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ  
AND AFGHANISTAN (DEVIATION 2010-00014) (AUGUST 2010)**

(a) The Contractor shall report to the appropriate investigative authorities,  
identified in paragraph (c) below, any alleged offenses under--

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials-

(i) US Army Criminal Investigations Division at  
<http://www.cid.army.mil/reportacrime.html>;

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(ii) Air Force Office of Special Investigations at  
<http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;>

(iii) Navy Criminal Investigative Service at  
<http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or

(iv) To the command of any supported military element or the command  
of any base.

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts  
shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or  
[www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness  
protections should contact the nearest military law enforcement office.

**THEATER BUSINESS CLEARANCE CLAUSES**

**5152.222-5900 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS**

*Include clause 5152.222-5900, Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports, in all services or construction contracts, which require performance in Afghanistan.*

**5152.222-5900**

**PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS**

**(AUG 2011)**

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

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(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

**5152.223-5900 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS  
(AUG 2011)**

*Include clause, 5152.223-5900, Reporting Kidnappings, Serious Injuries and Deaths, in all service and construction contracts with performance in Afghanistan.*

**5152.223-5900  
REPORTING KIDNAPPINGS, SERIOUS INJURIES  
AND DEATHS (AUG 2011)**

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

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Company Name

**Reporting party:**

Name

Phone number

e-mail address

**Victim:**

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

**Incident:**

Description

Location

Date and time

Other Pertinent Information

**5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS**

*Insert clause 5152.225-5902, Fitness for Duty and Medical/Dental Care Limitations, in all contracts with place of performance in Afghanistan.*

**5152.225-5902**

**FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS**

**(DEC 2011)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT,

**Attachment J (Additional Provisions and Clauses)**

AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq 40\%$ ); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ( $< 1$  year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ( $< 1$  year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 11 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.



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(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

**5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS**

*Insert clause 952.225-0004, Compliance with Laws and Regulations, in all service and construction contracts with place of performance in Afghanistan.*

**5152.225-5903**

**COMPLIANCE WITH LAWS AND REGULATIONS**

**(DEC 2011)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

**Attachment J (Additional Provisions and Clauses)**

(d) Contractor employees performing in Iraq or the USCENCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

**5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING**

*Insert clause 5152.225-5904 Monthly Contractor Census Reporting, in all service and construction contracts with place of performance in Afghanistan.*

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**5152.225-5904**

**MONTHLY CONTRACTOR CENSUS REPORTING**

**(DEC 2011)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

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- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

**5152.225-5905 - CONTRACT DELIVERY REQUIREMENTS**

*CJTSCC clause 952.225-0006 shall be included in all contracts (with completed information) providing supplies to be delivered to Afghanistan.*

**5152.225-5905**

**CONTRACT DELIVERY REQUIREMENTS**

**(AUG 2011)**

**REQUIRED DELIVERY DATE:** \_\_\_\_\_

**CONTRACTOR DELIVERY LOCATION:** \_\_\_\_\_

**POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**FINAL DELIVERY DESTINATION:** \_\_\_\_\_

**POINT-OF-CONTACT AT FINAL DESTINATION:** \_\_\_\_\_

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**REQUIRING ACTIVITY:** \_\_\_\_\_

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**5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)**

*Insert clause 5152.225-5907, Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR), in all contracts that may employ locally hired employees working on bases supporting U.S. Forces with performance in Afghanistan. This clause will be added by contract modification to all existing applicable contracts in Afghanistan, at the discretion of the Contracting Officer, based upon consultation with the requiring activity.*

**5152.225-5907**

**MEDICAL SCREENING AND VACCINATION REQUIREMENTS  
FOR CONTRACTOR EMPLOYEES  
OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)  
(DEC 2011)**

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

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- (B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.
- (ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.
- (iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.
- (iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.
- (v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
- (2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

**5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)**

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: (TBD). When contractor employees are in transit all checked blocks are considered authorized.

**U.S. Citizens**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/DPO/ | <input checked="" type="checkbox"/> DFACs                | <input checked="" type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Postal Services             |  |  |
| <input type="checkbox"/> Authorized Weapon           | <input checked="" type="checkbox"/> Excess Baggage       | <input checked="" type="checkbox"/> MILAIR             |
| <input checked="" type="checkbox"/> Billeting        | <input checked="" type="checkbox"/> Fuel Authorized      | <input checked="" type="checkbox"/> MWR                |
| <input checked="" type="checkbox"/> CAAF*            | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |

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- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking  | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing            | <input type="checkbox"/> All                       |
| <input type="checkbox"/> Commissary                              | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None                      |
| <input type="checkbox"/> Dependents Authorized                   | <input type="checkbox"/> Embassy Housing, Meals**     |  |
| <input type="checkbox"/> Embassy Clinic–Afghanistan**            | <input type="checkbox"/> Embassy Air**                |  |

**Third-Country National (TCN) Employees**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs                | <input type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage       | <input type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting                    | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking     | <input type="checkbox"/> Transportation     |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange    | <input checked="" type="checkbox"/> None    |
| <input type="checkbox"/> Dependents Authorized        |   |   |

**Local National (LN) Employees**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs                | <input type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage       | <input type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting                    | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking     | <input type="checkbox"/> Transportation     |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange    | <input checked="" type="checkbox"/> None    |
| <input type="checkbox"/> Dependents Authorized        |   |   |

\* CAAF means Contractors Authorized to Accompany Forces.

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**Attachment J (Additional Provisions and Clauses)**

**\*\* Applies to US Embassy Life Support in Afghanistan**

**SPECIAL NOTE – US Embassy Afghanistan Life Support:** The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

**\*\*\*The approved Government Furnished Life Support (GFLS) document can be found in Section J in Attachment L.\*\*\***

**5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

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UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

**5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011)**



**Attachment J (Additional Provisions and Clauses)**

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

[http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

[v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

(c) **Responsibilities of the vendor carrier representative, shipping expeditor, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expeditor, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expeditor should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expeditor is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) **Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier

**Attachment J (Additional Provisions and Clauses)**

is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.
2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:
  - a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
  - b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
  - c. Shipping Invoices.
  - d. Packing Lists. Required only if the shipping invoice does not list the cargo.
  - e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
  - f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
  - g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

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h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

**5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a

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resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 5152.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

**SERVICE:** "White-collar" workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

**CONSTRUCTION:** "Blue-collar" workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Laborers.

**SECURITY:** Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel.

**AVIATION:** Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground.

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

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(d) Should an offeror compute or include a higher DBA insurance rate, the rate shall be disallowed.

(e) Use of the coverage under the USACE contract with CNA is mandatory for the prime contractor and all subcontractors at any tier. CNA Insurance is utilizing Rutherford International as their managing broker. The primary point of contact (POC) is Nikki Hounghmany, (703) 813-6571 email [usace@rutherford.com](mailto:usace@rutherford.com). The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 [sara.payne@rutherford.com](mailto:sara.payne@rutherford.com).

**5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS**

*Insert clause 5152.247-5900, Inbound/Outbound Cargo and Contractor Equipment Census, in all solicitations and contracts for services, construction with performance and/or delivery in Afghanistan.*

**5152.247-5900**

**INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS**

**(APR 2012)**

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP)

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family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

- (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

**Kuwait**

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**1 August 2012**  
**(Updates 15 Oct 2011 version)**

**LOCAL INSTRUCTIONS**

**KSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL  
WORKING IN THE USCENCOM AREA OF RESPONSIBILITY (AOR), SUPPORT**

**(NOV 2010)**

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**Contractor Privileges and Support:** As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

**Medical Treatment Available to Contractor Personnel on Base Camps:** limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

**Personnel Support:** The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

**Billeting and government provided meals:** As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

**Life Support:** Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

**KSCR1-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)**

**Trafficking in Persons (TIP):** Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

**ASG-KU** has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

**Registered Employee Listing:** On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.



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Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

**Housing Standards:** The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.
- (2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (3) Each room shall be furnished at a minimum with the following:
  - (i) Room light.
  - (ii) One bed per individual.
  - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
  - (iv) A laundry facility or laundry service.
  - (v) Cleaning supplies.
- (4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:
  - (vi) Compliance with minimum housing accommodation standards.

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(vii) Functioning appliances and the projected time for repair for any non-functioning appliances.

(viii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

**TIP Training:** Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

**Contractor Shall Post:** Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

**Violations:** Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

**Notification:** Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

**Remedies:** In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

- (2) Required removal of a Contractor employee or employees from the performance of the contract.
- (3) Required subcontractor termination.
- (4) Suspension of contract payments.
- (5) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (7) Suspension or debarment.

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**Subcontracts:** Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

**KSCR1-5 – FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (AUG 2011)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ( $< 1$  year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ( $< 1$  year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixer placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency)

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military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

**KSCR1-6 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENCOM AOR. Contractor employee status in these overlapping criminal jurisdictions

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may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Kuwait without approval from the senior U.S. commander in the country.

**KSCR1-7 – MONTHLY CONTRACTOR CENSUS REPORTING (OCT 2011)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.225-7995 (Deviation 2011-O0004).

**KSCR1-8 – CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS (AUG 2010)**

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(a) **CONTRACTOR DELIVERY LOCATION:** \_\_\_\_\_

(b) **POINT OF CONTACT RESPONSIBLE FOR INSPECTION AND ACCEPTANCE:**

NAME: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

(c) **FINAL DELIVERY DESTINATION:** \_\_\_\_\_

(d) **POINT OF CONTACT AT FINAL DESTINATION:** \_\_\_\_\_

NAME: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

EMAIL: \_\_\_\_\_

(e) **SHIPPING METHOD:** Shipments arriving by express couriers DHL, FedEx, or UPS are processed using AK 302-1 Form, prepared by the express courier and given to the customer for signature. The signed form is then brought to the HNAC office for clearance through the KGAC. No AWB is required, only the signed AK form.

(f) **KUWAIT CUSTOMS CLEARANCE:** Required to ensure smooth transfer of goods between the U.S. Army in Kuwait and the General Administration of Customs (KGAC) of the State of Kuwait under the Defense Cooperation Agreement (DCA). Customs procedures will address import and export of all cargo to and from the U.S. Army, Navy, Air Force and Marines by Air, Land or Sea.

**CUSTOMS POINT OF CONTACTS:**

DHA Customs Office

Bldg 216 room 104

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Camp Arifjan-Kuwait

Office: DSN 011-965-2-389-2417 or 5978

(g) **Custom Exempt Contract:** The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contractor shall either pay required duties on the excesses, re-export the excesses, or the excesses shall become the property of the Government.

(h) **Contractor Transportation:** All materials and equipment which are not to be incorporated into the project, such as office trailers, cranes, metal forms, etc., may be shipped free of duty, if the following actions are taken:

(1) **Shipments of Materials:** All shipments of materials into the country for use in performance of work under this contract and supplies or services necessary for support of the Contractor's personnel shall be addressed to the shipping address furnished to the Contractor by the Contracting Officer. Address will be furnished upon request by the Contractor.

(2) **Contractor's Responsibilities:** The Contractor shall be responsible for all customs clearance actions. All necessary arrangements, clearance procedures, and coordination with the Host Government customs, will be the sole responsibility of the Contractor. The Contractor shall submit to the Contracting Officer, with a cover letter, information copies of the shipping documents for the shipment(s) involved. As a minimum, the following shall be included as enclosures, with the cover letter to the Contracting Officer in three (3) copies:

- (i) Invoice. (Include a copy in Arabic)
- (ii) Bill of Lading.
- (iii) Certificate of Origin.
- (iv) Statement on the cover letter as to Port of Customs Clearance, estimated arrival date, general description of the shipment, quantity and the name of the carrier.
- (v) Serial number or model number of shipment items.

(3) **Physical Handling of Materials:** The Contractor shall be responsible for performance of all loading, unloading, transportation or other physical handling of materials as may be required, including all movement from carrier unloading site to delivery at the job site and all movement required at the customs area.

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**Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267).** Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).



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**KSCR1-13 – INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS  
(AUG 2010)**

(b) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

(1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.

(2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 daily.

(c) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(d) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(e) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

- (1) Cuba
- (2) Iran
- (3) Iraq
- (4) Libya
- (5) Democratic People's Republic of Korea
- (6) Sudan

**Attachment J (Additional Provisions and Clauses)**

**(7) Syria**

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

**(8) Russia**

**(9) People's Republic of China**

**(10) Socialist Republic of Vietnam**

**KSCR1-14 – SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT (AUG 2010)**

**SECURITY & ACCESS:**

(f) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.

(g) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of “Notice of Contract Award.” The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(h) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

(i) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(j) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.

There are two passes that are required for access to Air Force installations in Kuwait:

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(1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may pick up DBIDS badge.

(2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

### **DBIDS Processing Instructions for 386 ECONS Contractors:**

**STEP ONE:** Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

**STEP TWO:** Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (3) Copy of the passport (photo, data, and residency pages)
- (4) Copy of the civil ID (front and back)
- (5) Entry Visa with entry stamp (if applicable)
- (6) Original sponsor letter (in English ONLY)
- (7) Copy of the driver's license

**STEP THREE:** Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

**STEP FOUR:** The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

**STEP FIVE:** Visitor awaits receipt of DBIDS badge.

**KSCRI-15 – PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG 2010)**

(k) Definitions. As used in this policy –

*“Sexual Assault”* means –

A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. “Consent” will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

*“Sexual Harassment”* means –

Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

(1) Verbal – Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one’s physical appearance in a sexual manner.

(2) Nonverbal – Examples include staring at someone, blowing kisses, winking, or licking one’s lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one’s computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact – Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(l) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(m) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not –

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(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(n) Contractor requirements. The Contractor shall –

(1) Notify its employees of:

(i) The Department of Defense's policy described in paragraph (b); and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee's compliance with this training requirement shall be reported to the Contracting Officer's Representative prior to the employee being allowed access to the worksite.

(o) Notification. The Contractor shall inform the Contracting Officer immediately of –

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this policy.

(p) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this policy may result in –

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- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(q) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (g), in all subcontracts.

(r) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>.

### **KSCRI-16 – CONTRACTOR PAYMENTS (NOV 2010)**

**Currency:** Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractor's control prevent this.

### **KSCRI-17 – SPONSORSHIP REQUIREMENTS (AUG 2010)**

**Sponsorship:** The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

**Passports, Visa and Customs:** The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for

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performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

**KSCRI-18 – CONTRACTOR MANPOWER REPORTING (OCT 2011)**

**Contractor Manpower Reporting:** The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil/login.aspx>.

The required information includes:

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for

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each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

**Iraq**

**1 August 2012  
(Updates 15 Feb 2012)**



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**5152.225-0010 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (IRAQ) (DEC 2011)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq 40\%$ ); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ( $< 1$  year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or C-other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ( $< 1$  year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care and stabilization, in advance of evacuation from theater, will be provided including hospitalization at Level II+ (emergency) contracted treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or evacuation from the theater if return to duty is not expected to occur within 72 hours. Medical evacuation is the responsibility of the contracting company and must be arranged in a timely manner if requested by the medical staff. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and basic medical care are authorized. Pharmaceutical services are not authorized for or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities or Embassy contracted medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

### **5152.225-0017 CONTRACTOR DEMOBILIZATION (IRAQ) (DEC 2011)**

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to ensuring smooth transition between contractors and/or smooth transition of a site to the Government of Iraq. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Entry and Exit from Iraq: All non-Iraqi companies contracted to do work in Iraq, including those contracted by the US Government, are required to apply directly to the Iraq Ministry of the Interior for exit/entry/residence documents for their personnel. The prime contractor shall follow the guidance issued by the United States (US) Embassy Baghdad and shall, to the maximum extent practicable, process the paperwork for their subcontractor(s) at all tiers. If it is not possible to process the paperwork for subcontracts, the prime contractor shall ensure that subcontractors comply with the procedures as they are written. The process and

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guidance for the entry/exit/residence visas are located at <http://iraq.usembassy.gov/usg-contractor.html>. The process must be followed exactly in order to prevent delays or problems in processing the request by the Iraqi Ministry of Interior. US contractor companies may contact the US Embassy Baghdad with questions regarding this process by e-mailing [baghdadregmgt@state.gov](mailto:baghdadregmgt@state.gov) or calling phone number 240-553-0581, ext 2782 or ext 2092.

(2) **Letter of Authorization (LOA):** The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) **Badging:** The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) **Contractor Controlled Facility Space:** If the prime contractor has entered into a Memorandum of Understanding with the Installation Manager for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Manager of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG

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in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Manager to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Manager for re-inspection of the facilities upon completion of the repairs. If the Installation Manager inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment (GFE)/Materials (GFM): Federal Acquisition Regulation (FAR) clause 52.245-1 governs and applies to any issues regarding GFE/GFM or Government Furnished Property (GFP).

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of, as follows:

- (i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.
- (ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.
- (iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the IJOA

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for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, Contracting Officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in negative past performance ratings and, depending on the severity of the situation, possible proceedings place the contractor on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 5152.225-0018. The contractor may use the Base Defense Operations Center (BDOC) or the installation force protection officer as a resource to track or research employees last known location and/or to view LOA's.

(b) The Servicing Agency and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG expenses, and/or any other legal remedy available to a Contracting Officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

**5152.225-0018 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY  
(IRAQ) (DEC 2011)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

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(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Iraq for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on an Office of Security Cooperation-Iraq (OSC-I) site shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Base Defense Operations Center (BDOC) at their OSC-I site as a resource to track or research employee's last known location and/or to view Synchronized Pre-deployment Operational Tracker (SPOT) generated letters of authorization (LOA's). All missing personnel will immediately be reported to the Installation Manager and Force Protection Offer (FPO), and the OSC-I BDOC for the installation they are located at.

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the OSC-I FPO will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the FPO within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals SPOT generated LOA, copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If OSC-I FPO determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, FPO will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, Common Access Card (CAC), etc. are terminated/reconciled appropriately within 24 hours of notification by FPO in accordance with subparagraph (a)(8) of C-JTSCC Clause 5152.225-0017 entitled "Contractor Demobilization (Iraq)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

**5152.225-0021 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN IRAQ (DEC 2011)**

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on Office of Security Cooperation-Iraq (OSC-I) installations have been screened for and do not currently have active tuberculosis (TB).

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(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the Contractor's medical provider as soon as possible. TB reporting is required within 24 hours to the Contracting Officer Representative and the OSC-I Installation Manager. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Contractor's medical provider. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

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(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the IJOA. A copy of the TB screening documentation shall be provided to the responsible OSC-I Installation Manager prior to issuance of site access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.



**Attachment J (Additional Provisions and Clauses)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract/purchase will be awarded in Iraqi Dinar (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Iraqi) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Iraqi) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in US dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments must be approved in writing by the local finance office and contracting office prior to contract/purchase order award. Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Iraqi Dinar.

**5152.232-0003 PAYMENT IN LOCAL CURRENCY (IRAQ) (DEC 2011)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract/purchase order is awarded in Iraqi Dinar (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Iraqi) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Iraqi Dinar.

## Attachment K Contract Release of Claims

Contract Number:

Task/Delivery Order Number:

### CONTRACTOR RELEASE OF CLAIMS

Pursuant to the terms of the above order or contract, and in consideration of the sum of: [\$\_\_\_\_\_], which has been paid under the said order or contract to **[Name of Contractor]**, (hereinafter called the Contractor), or its assignees if any, the Contractor upon payment of said sum by the United States of America (hereinafter called the Government), does remise, release and discharge the Government, its officers, agents and employees, of all liabilities, obligations, claims, and demands whatsoever under or arising from the said task order, except:

- (1) Specified claims in stated amounts or in estimated amounts where amounts are not susceptible of exact statement by the contractor, as follows: (If none, so state).
- (2) Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the contractor to third parties arising out of the performance of the said task order, which are not known to the contractor on the date of the execution of this release and of which the contractor gives notice in writing to the Government within the period specified in the said task order and the said contract.
- (3) Claims for reimbursement of costs (other than expenses of the contractor for reason of its indemnification for the Government of patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of the said task order and the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of the said order or contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF this release has been executed on this date:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE**  
**SERVICE CONTRACT ACT**

*Updated 4/14/2014*

Wage Determination No.: 2005-2001 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: Alabama  
Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb, Etowah,  
Talladega

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Wage Determination No.: 2005-2003 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Alabama  
Area: Alabama Counties of Bibb, Blount, Cullman, Fayette, Greene, Hale,  
Jefferson, Lamar, Marengo, Perry, Pickens, Shelby, St Clair, Tuscaloosa, Walker

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Wage Determination No.: 2005-2005 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Alabama, Georgia  
Area: Alabama Counties of Barbour, Coffee, Dale, Geneva, Henry, Houston  
Georgia Counties of Clay, Early, Miller, Seminole

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Wage Determination No.: 2005-2007 Revision No.: 17  
Date Of Revision: 06/19/2013  
States: Alabama, Tennessee  
Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence,  
Limestone, Madison, Marion, Marshall, Morgan, Winston  
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

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Wage Determination No.: 2005-2009 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Alabama  
Area: Alabama Counties of Baldwin, Choctaw, Clarke, Conecuh, Covington,  
Escambia, Mobile, Monroe, Washington

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Wage Determination No.: 2005-2011 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: Alabama  
Area: Alabama Counties of Autauga, Bullock, Butler, Chilton, Coosa, Crenshaw,  
Dallas, Elmore, Lowndes, Macon, Montgomery, Pike, Tallapoosa, Wilcox

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Wage Determination No.: 2005-2017 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Alaska  
Area: Alaska Statewide

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Wage Determination No.: 2005-2023 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Arizona  
Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal,  
Yavapai

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Wage Determination No.: 2005-2025 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: Arizona  
Area: Arizona Counties of Cochise, Graham, Greenlee, Pima, Santa Cruz

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Wage Determination No.: 2005-2027 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Arizona  
Area: Arizona Counties of La Paz, Yuma

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Wage Determination No.: 2005-2033 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Arkansas  
Area: Arkansas Counties of Baxter, Boone, Clay, Cleburne, Conway, Faulkner, Fulton, Garland, Greene, Hot Spring, Independence, Izard, Jackson, Lawrence, Lonoke, Marion, Monroe, Montgomery, Perry, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, Stone, Van Buren, White, Woodruff, Yell

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Wage Determination No.: 2005-2035 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Arkansas  
Area: Arkansas Counties of Arkansas, Ashley, Bradley, Calhoun, Chicot, Clark, Cleveland, Dallas, Desha, Drew, Grant, Jefferson, Lincoln, Ouachita, Phillips, Pike, Union

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Wage Determination No.: 2005-2037 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: Arkansas  
Area: Arkansas Counties of Benton, Carroll, Crawford, Franklin, Johnson, Logan, Madison, Newton, Polk, Scott, Sebastian, Washington

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Wage Determination No.: 2005-2043 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: California  
Area: California County of Kern

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Wage Determination No.: 2005-2045 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Fresno, Madera, Mariposa, Merced

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Wage Determination No.: 2005-2047 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Los Angeles, Orange

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Wage Determination No.: 2005-2049 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Monterey, San Benito

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Wage Determination No.: 2005-2051 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Alameda, Contra Costa

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Wage Determination No.: 2005-2053 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Riverside, San Bernardino

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Wage Determination No.: 2005-2055 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Alpine, Amador, Butte, Colusa, Del Norte, El  
Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas,  
Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

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Wage Determination No.: 2005-2057 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Imperial, San Diego

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Wage Determination No.: 2005-2059 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Marin, San Francisco, San Mateo

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Wage Determination No.: 2005-2061 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Santa Clara, Santa Cruz

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Wage Determination No.: 2005-2063 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of San Luis Obispo, Santa Barbara

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Wage Determination No.: 2005-2067 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Calaveras, San Joaquin, Stanislaus, Tuolumne

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Wage Determination No.: 2005-2069 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Napa, Solano, Sonoma

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Wage Determination No.: 2005-2071 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: California  
Area: California County of Ventura

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Wage Determination No.: 2005-2073 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: California  
Area: California Counties of Inyo, Kings, Tulare

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Wage Determination No.: 2005-2079 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Colorado  
Area: Colorado Counties of Cheyenne, El Paso, Kit Carson, Lincoln, Teller

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Wage Determination No.: 2005-2081  
Date Of Revision: 06/19/2013  
State: Colorado

Revision No.: 13

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

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Wage Determination No.: 2005-2083  
Date Of Revision: 6/19/2013  
State: Colorado

Revision No.: 15

Area: Colorado Counties of Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, La Plata, Lake, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

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Wage Determination No.: 2005-3009  
Date Of Revision: 06/19/2013  
State: Colorado  
Area: Colorado County of Larimer

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Revision No.: 15

Wage Determination No.: 2005-2087  
Date Of Revision: 06/19/2013  
State: Connecticut

Revision No.: 16

Area: Hartford Metropolitan Statistical Area as follows:

HARTFORD COUNTY - Avon Town, Bloomfield Town, Canton Town, East Granby Town, East Hartford Town, East Windsor Town, Enfield Town, Farmington Town, Glastonbury Town, Granby Town, Hartford City, Manchester Town, Marlborough Town, Newington Town, Rocky Hill Town, Simsbury Town, South Windsor Town, Suffield Town, West Hartford Town, Wethersfield Town, Windsor Town, Windsor Locks Town

LITCHFIELD COUNTY - New Hartford Town

MIDDLESEX COUNTY - Cromwell Town, East Hampton Town, Portland Town

NEW LONDON COUNTY - Colchester Town

TOLLAND COUNTY - Andover City, Bolton City, Columbia Town, Coventry City, Ellington City, Hebron Town, Stafford Town, Tolland Town, Vernon City, Willington Town

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Wage Determination No.: 2005-2089  
Date Of Revision: 06/19/2013  
State: Connecticut

Revision No.: 19

Area: Connecticut statewide EXCLUDING COUNTIES: Fairfield, New Haven, New London County - Colchester Town, New London County and Hartford Metropolitan Statistical Area

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Wage Determination No.: 2005-3023  
Date Of Revision: 06/19/2013  
State: Connecticut

Revision No.: 14

Area: Connecticut County of New London (Excluding Colchester Town)

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Wage Determination No.: 2005-3027 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: Connecticut  
Area: Connecticut Counties of Fairfield, New Haven

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Wage Determination No.: 2005-2095 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Delaware, Maryland, Virginia  
Area: Delaware County of Sussex  
Maryland Counties of Somerset, Wicomico, Worcester  
Virginia Counties of Accomack, Northampton

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Wage Determination No.: 2005-2097 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: Delaware, Maryland, New Jersey  
Area: Delaware Counties of Kent, New Castle Maryland, Counties of Caroline, Cecil, Dorchester, Kent, Talbot, New Jersey County of Salem

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Wage Determination No.: 2005-2103 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: District of Columbia, Maryland, Virginia  
Area: District of Columbia Statewide, Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince, George's, St Mary's, Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

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Wage Determination No.: 2005-2109 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Flagler, Volusia

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Wage Determination No.: 2005-2111 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Broward, Glades, Hendry, Martin, Okeechobee, Palm Beach, St Lucie

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Wage Determination No.: 2005-2113 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Alachua, Bradford, Citrus, Dixie, Gilchrist, Lake, Levy, Marion, Sumter, Union

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Wage Determination No.: 2005-2115 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Florida, Georgia  
Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor  
Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

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Wage Determination No.: 2005-2117 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Brevard, Indian River

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Wage Determination No.: 2005-2119  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Collier, Dade, Monroe

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Wage Determination No.: 2005-3007  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida County of Bay

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Wage Determination No.: 2005-2121  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Wakulla, Walton, Washington

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Wage Determination No.: 2005-3033  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Escambia, Okaloosa, Santa Rosa

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Wage Determination No.: 2005-2123  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Orange, Osceola, Seminole

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Wage Determination No.: 2005-2125  
Date Of Revision: 06/19/2013  
State: Florida  
Area: Florida Counties of Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

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Wage Determination No.: 2005-2131  
Date Of Revision: 06/19/2013  
State: Georgia  
Area: Georgia Counties of Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Echols, Grady, Irwin, Lanier, Lee, Lowndes, Mitchell, Randolph, Sumter, Terrell, Thomas, Tift, Turner, Ware, Worth

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Wage Determination No.: 2005-2133  
Date Of Revision: 06/19/2013  
State: Georgia  
Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

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Wage Determination No.: 2005-2135  
Date Of Revision: 06/19/2013  
States: Georgia, South Carolina  
Area: Georgia Counties of Burke, Columbia, Elbert, Emanuel, Glascock, Hart, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes  
South Carolina Counties of Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

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Wage Determination No.: 2005-2137 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: Alabama, Georgia  
Area: Alabama Counties of Chambers, Lee, Randolph, Russell  
Georgia Counties of Chattahoochee, Harris, Heard, Marion, Meriwether, Muscogee,  
Quitman, Schley, Stewart, Talbot, Taylor, Troup, Webster

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Wage Determination No.: 2005-2139 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Georgia  
Area: Georgia Counties of Baldwin, Bibb, Bleckley, Crawford, Crisp, Dodge,  
Dooly, Hancock, Houston, Jasper, Johnson, Jones, Lamar, Laurens, Macon, Monroe,  
Montgomery, Peach, Pike, Pulaski, Putnam, Telfair, Treutlen, Twiggs, Upson,  
Washington, Wheeler, Wilcox, Wilkinson

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Wage Determination No.: 2005-2141 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: Georgia, South Carolina  
Area: Georgia Counties of Appling, Bacon, Bryan, Bulloch, Candler, Chatham,  
Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall,  
Toombs, Wayne, South Carolina Counties of Hampton, Jasper

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Wage Determination No.: 2005-2147 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: Guam, Northern Marianas, Wake Island  
Area: Guam Statewide, Northern Marianas Statewide, Wake Island Statewide

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Wage Determination No.: 2005-2153 Revision No.: 17  
Date Of Revision: 06/19/2013  
States: American Samoa, Hawaii  
Area: American Samoa Statewide, Hawaii Statewide

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Wage Determination No.: 2005-2159 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Idaho  
Area: Idaho Statewide

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Wage Determination No.: 2005-2165 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Illinois  
Area: Illinois Counties of Champaign, De Witt, Douglas, Edgar, Ford, McLean,  
Piatt, Vermilion

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Wage Determination No.: 2005-2167 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Illinois  
Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry

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Wage Determination No.: 2005-3005 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: Illinois  
Area: Illinois Counties of Boone, Ogle, Stephenson, Winnebago

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Wage Determination No.: 2005-2169 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Illinois  
Area: Illinois Counties of Christian, Clark, Coles, Crawford, Cumberland,  
Jasper, Macon, Moultrie, Shelby

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Wage Determination No.: 2005-2171 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Illinois  
Area: Illinois Counties of Grundy, Iroquois, Kankakee, Kendall, La Salle,  
Livingston, Will

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Wage Determination No.: 2005-2173 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Illinois  
Area: Illinois Counties of Fulton, Hancock, Knox, Marshall, Mason, McDonough,  
Peoria, Putnam, Schuyler, Stark, Tazewell, Woodford

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Wage Determination No.: 2005-2175 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: Illinois, Iowa  
Area: Iowa Counties of Des Moines, Henry, Lee, Louisa, Muscatine, Scott  
Illinois Counties of Bureau, Carroll, Henderson, Henry, Jo Daviess, Mercer,  
Rock Island, Warren, Whiteside

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Wage Determination No.: 2005-2177 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: Illinois  
Area: Illinois Counties of Adams, Brown, Cass, Greene, Logan, Macoupin, Menard,  
Montgomery, Morgan, Pike, Sangamon, Scott

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Wage Determination No.: 2005-2183 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Illinois, Indiana  
Area: Illinois Counties of Edwards, Gallatin, Hardin, Lawrence, Richland,  
Wabash, White, Indiana Counties of Brown, Crawford, Daviess, Dubois, Gibson,  
Greene, Jackson, Knox, Lawrence, Martin, Monroe, Orange, Owen, Pike, Washington

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Wage Determination No.: 2005-2185 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Indiana  
Area: Indiana Counties of Elkhart, Kosciusko

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Wage Determination No.: 2005-2187 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Indiana, Kentucky, Tennessee  
Area: Indiana Counties of Perry, Posey, Spencer, Vanderburgh, Warrick  
Kentucky Counties of Butler, Caldwell, Christian, Crittenden, Daviess, Hancock,  
Henderson, Hopkins, Livingston, Logan, Lyon, McLean, Muhlenberg, Ohio, Todd,  
Trigg, Union, Warren, Webster, Tennessee Counties of Montgomery, Stewart

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Wage Determination No.: 2005-2189 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Indiana, Ohio  
Area: Indiana Counties of Adams, Allen, Blackford, De Kalb, Grant, Huntington,  
Jay, Lagrange, Noble, Steuben, Wabash, Wells, Whitley  
Ohio Counties of Defiance, Paulding, Williams

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Wage Determination No.: 2005-2191  
Date Of Revision: 06/19/2013  
State: Indiana  
Area: Indiana Counties of Benton, Jasper, La Porte, Lake, Newton, Porter, Pulaski, Starke

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Wage Determination No.: 2005-2193  
Date Of Revision: 06/19/2013  
State: Indiana  
Area: Indiana Counties of Bartholomew, Boone, Clay, Decatur, Delaware, Fayette, Fountain, Hamilton, Hancock, Hendricks, Henry, Johnson, Madison, Marion, Montgomery, Morgan, Parke, Putnam, Rush, Shelby, Sullivan, Tippecanoe, Vermillion, Vigo, Warren

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Wage Determination No.: 2005-2195  
Date Of Revision: 06/19/2013  
State: Indiana  
Area: Indiana Counties of Carroll, Cass, Clinton, Fulton, Howard, Miami, Tipton, White

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Wage Determination No.: 2005-2197  
Date Of Revision: 06/19/2013  
State: Indiana  
Area: Indiana Counties of Marshall, Saint Joseph

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Wage Determination No.: 2005-2203  
Date Of Revision: 06/19/2013  
State: Iowa  
Area: Iowa Counties of Allamakee, Benton, Black Hawk, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clayton, Clinton, Delaware, Dubuque, Fayette, Floyd, Grundy, Howard, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Mitchell, Tama, Van Buren, Washington, Winneshiek

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Wage Determination No.: 2005-2205  
Date Of Revision: 06/19/2013  
State: Iowa  
Area: Iowa Counties of Adair, Appanoose, Audubon, Boone, Calhoun, Carroll, Cerro Gordo, Clarke, Dallas, Davis, Decatur, Emmet, Franklin, Greene, Guthrie, Hamilton, Hancock, Hardin, Humboldt, Jasper, Kossuth, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Palo Alto, Pocahontas, Polk, Poweshiek, Ringgold, Story, Taylor, Union, Wapello, Warren, Wayne, Webster, Winnebago, Worth, Wright

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Wage Determination No.: 2005-2211  
Date Of Revision: 06/19/2013  
State: Johnston Island  
Area: Johnston Island Statewide

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Wage Determination No.: 2005-2213  
Date Of Revision: 06/19/2013  
State: Kansas  
Area: Kansas Counties of Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

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Wage Determination No.: 2005-2215

Revision No.: 15

Date Of Revision: 06/19/2013

State: Kansas

Area: Kansas Counties of Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

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Wage Determination No.: 2005-2221

Revision No.: 18

Date Of Revision: 06/19/2013

State: Kentucky

Area: Kentucky Counties of Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard, Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel, Leslie, Letcher, Lincoln, Madison, McCreary, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Perry, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington, Wayne, Whitley, Wolfe, Woodford

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Wage Determination No.: 2005-2223

Revision No.: 15

Date Of Revision: 06/19/2013

States: Indiana, Kentucky

Area: Indiana Counties of Clark, Floyd, Harrison, Jefferson, Jennings, Scott  
Kentucky Counties of Breckinridge, Bullitt, Edmonson, Grayson, Hardin, Hart, Henry, Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer, Trimble

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Wage Determination No.: 2005-2229

Revision No.: 13

Date Of Revision: 06/19/2013

State: Louisiana

Area: Louisiana Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

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Wage Determination No.: 2005-2231

Revision No.: 14

Date Of Revision: 06/19/2013

State: Louisiana

Area: Louisiana Parishes of Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Livingston, Pointe Coupee, Saint James, St Helena, St Landry, St Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

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Wage Determination No.: 2005-2233

Revision No.: 16

Date Of Revision: 06/19/2013

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

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Wage Determination No.: 2005-2235 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: Arkansas, Louisiana, Texas  
Area: Arkansas Counties of Columbia, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Sevier,  
Louisiana Parishes of Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Union, Webster, West Carroll  
Texas Counties of Bowie, Camp, Cass, Cherokee, Franklin, Gregg, Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

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Wage Determination No.: 2005-2241 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Maine  
Area: Maine Statewide

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Wage Determination No.: 2005-2247 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Maryland  
Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

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Wage Determination No.: 2005-2249 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Maryland, Pennsylvania, Virginia  
Area: Maryland Counties of Allegany, Garrett, Washington, Pennsylvania County of Franklin, Virginia Counties of Clarke, Culpeper, Frederick, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah, Warren

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Wage Determination No.: 2005-3015 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Maryland  
Area: Maryland County of Queen Anne's

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Wage Determination No.: 2005-2253 Revision No.: 14  
Date Of Revision: 06/19/2013  
Applicable in the following cities and towns in Massachusetts and Rhode Island:  
Massachusetts:  
WORCESTER COUNTY: Blackstone, Millville, and Woonsocket  
BRISTOL COUNTY: Attleboro, North Attleboro, Rehoboth, and Seekonk  
NORFOLK COUNTY: Plainville  
Rhode Island:  
PROVIDENCE COUNTY: Burrillville, Central Falls, City of Providence, Cumberland, Lincoln, North Smithfield, Pawtucket, Smithfield, and Woonsocket

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Wage Determination No.: 2005-2255

Revision No.: 15

Date Of Revision: 06/19/2013

Applicable in the state of Massachusetts in the areas listed below:

BRISTOL COUNTY: Mansfield, Norton, Rayham. ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus.

MIDDLESEX COUNTY: Entire County. NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate. SUFFOLK COUNTY: Entire County.

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton

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Wage Determination No.: 2005-2257

Revision No.: 17

Date Of Revision: 06/19/2013

Applicable in Massachusetts and New Hampshire as listed below:

Massachusetts: ESSEX COUNTY: Excluding these cities and towns: Lynn, Lynnfield, Nahant, and Saugus New Hampshire:

ROCKINGHAM COUNTY: Including these cities and towns: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham

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Wage Determination No.: 2005-2259

Revision No.: 14

Date Of Revision: 06/19/2013

This wage determination applies to the following counties in MASSACHUSETTS: BARNSTABLE, BRISTOL, DUKES, NANTUCKET, NORFOLK, and PLYMOUTH Excluding the cities and towns listed below:

BRISTOL County: Attleboro City, Mansfield, North Attleborough Town, Norton, Town, Raynham, Reheoboth Town, and Seekonk.

NORFOLK County: Quincy City, Bellingham Town, Braintree Town, Brookline Town, Canton Town, Cohasset Town, Dedham Town, Dover Town, Foxborough Town, Franklin Town, Holbrook Town, Medfield Town, Medway Town, Millis Town, Milton Town, Needham Town, Norfolk Town, Norwood Town, Randolph Town, Sharon Town, Stoughton Town, Walpole Town, Wellesley Town, Westwood Town, Weymouth Town, and Wrentham Town.

PLYMOUTH County: Carver, Duxbury Town, Hanover Town, Hanson Town, Hingham Town, Hull Town, Kingston Town, Lakeville, Marshfield Town, Middleborough, Norwell Town, Pembroke Town, Plymouth, Plympton, Rockland Town, and Scituate Town.

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Wage Determination No.: 2005-2261

Revision No.: 14

Date Of Revision: 06/19/2013

This wage determination applies to the following counties in MASSACHUSETTS: BERKSHIRE, FRANKLIN, HAMPDEN, HAMPSHIRE, and WORCESTER Excluding the cities and towns in Boston, Worcester, Pawtucket-Woonsocket-Attleboro metropolitan areas listed below:

WORCESTER County: Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Grafton, Harvard, Holden, Hopedale, Lancaster, Leicester, Mendon, Milford, Millbury, Millville, Northborough, Northbridge, North Brookfield, Oxford, Paxton, Princeton, Rutland, Shrewsbury, Southborough, Spencer, Sterling, Sutton, Upton, Uxbridge, Webster, Westborough, West Boylston, and Worcester.

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Wage Determination No.: 2005-2263 Revision No.: 17  
Date Of Revision: 06/19/2013  
This wage determination applies to WORCESTER county in MASSACHUSETTS Including only the cities and towns listed below:  
WORCESTER County: Auburn, Barre, Berlin Town, Boylston Town, Brookfield Town, Charlton Town, Clinton, Douglas, Dudley, East Brookfield Town, Grafton Town, Holden Town, Leicester Town, Millbury Town, Northborough Town, Northbridge Town, North Brookfield Town, Oxford Town, Paxton Town, Princeton, Ruthland, Shrewsbury Town, Spencer Town, Sterling Town, Sutton Town, Upton Town, Uxbridge Town, Webster Town, Westborough Town, West Boylston Town, and Worcester City.

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Wage Determination No.: 2005-2269 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan Counties of Lenawee, Washtenaw

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Wage Determination No.: 2005-2271 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan Counties of Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Wexford

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Wage Determination No.: 2005-2273 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan Counties of Genesee, Lapeer, Macomb, Monroe, Oakland, St Clair, Wayne

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Wage Determination No.: 2005-2275 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan Counties of Bay, Clare, Clinton, Gladwin, Gratiot, Huron, Isabella, Lake, Mason, Mecosta, Midland, Montcalm, Newaygo, Oceana, Osceola, Saginaw, Sanilac, Shiawassee, Tuscola

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Wage Determination No.: 2005-2277 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan Counties of Barry, Berrien, Branch, Calhoun, Cass, Eaton, Hillsdale, Ingham, Ionia, Jackson, Kalamazoo, Saint Joseph, Van Buren

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Wage Determination No.: 2005-2279 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan Counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft

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Wage Determination No.: 2005-3011 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan County of Livingston

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Wage Determination No.: 2005-3029  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan Counties of Allegan, Kent, Ottawa

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Revision No.: 13

Wage Determination No.: 2005-3031  
Date Of Revision: 06/19/2013  
State: Michigan  
Area: Michigan County of Muskegon

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Revision No.: 13

Wage Determination No.: 2005-2285  
Date Of Revision: 06/19/2013  
States: Minnesota, Wisconsin  
Area: Minnesota Counties of Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Kanabec, Kittson, Koochiching, Lake, Lake of The Woo, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Pine, Polk, Red Lake, Roseau, St Louis, Wadena, Wilkin  
Wisconsin Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor, Washburn

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Revision No.: 12

Wage Determination No.: 2005-2287  
Date Of Revision: 06/19/2013  
States: Minnesota, Wisconsin  
Area: Minnesota Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright, Wisconsin Counties of Pierce, Polk, St Croix

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Revision No.: 13

Wage Determination No.: 2005-2289  
Date Of Revision: 06/19/2013  
State: Minnesota  
Area: Minnesota Counties of Benton, Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Houston, Jackson, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Pipestone, Pope, Redwood, Renville, Rice, Rock, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Waseca, Watonwan, Winona, Yellow Medicine

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Revision No.: 12

Wage Determination No.: 2005-2295  
Date Of Revision: 06/19/2013  
State: Mississippi  
Area: Mississippi Counties of Alcorn, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tishomingo, Tunica, Union, Washington, Webster, Winston, Yalobusha

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Revision No.: 17

Wage Determination No.: 2005-2297  
Date Of Revision: 06/19/2013  
State: Mississippi  
Area: Mississippi Counties of Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

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Revision No.: 13

Wage Determination No.: 2005-2299 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: Alabama, Mississippi  
Area: Alabama County of Sumter, Mississippi Counties of Clarke, Forrest, Greene, Jasper, Jones, Kemper, Lauderdale, Neshoba, Newton, Perry, Wayne

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Wage Determination No.: 2005-2301 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Mississippi  
Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

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Wage Determination No.: 2005-2307 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: Kansas, Missouri  
Area: KANSAS COUNTIES of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte  
MISSOURI COUNTIES of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

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Wage Determination No.: 2005-2309 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Illinois, Missouri  
Area: ILLINOIS COUNTIES of Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St Clair, Union, Washington, Wayne, Williamson  
MISSOURI COUNTIES of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois

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Wage Determination No.: 2005-2311 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Missouri  
Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

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Wage Determination No.: 2005-2317 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Montana  
Area: Montana Statewide

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Wage Determination No.: 2005-2323

Revision No.: 14

Date Of Revision: 06/19/2013

State: Nebraska

Area: Nebraska Counties of Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin, Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha, Knox, Lincoln, Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins, Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer, Thomas, Valley, Webster, Wheeler, York

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Wage Determination No.: 2005-2325

Revision No.: 13

Date Of Revision: 06/19/2013

States: Iowa, Nebraska

Area: IOWA COUNTIES of Adams, Buena Vista, Cass, Cherokee, Clay, Crawford, Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien, Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury  
NEBRASKA COUNTIES of Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee, Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne

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Wage Determination No.: 2005-2331

Revision No.: 13

Date Of Revision: 06/19/2013

States: Arizona, Nevada

Area: ARIZONA COUNTY of Mohave

NEVADA COUNTIES of Clark, Esmeralda, Lincoln, Nye

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Wage Determination No.: 2005-2333

Revision No.: 13

Date Of Revision: 06/19/2013

States: California, Nevada

Area: CALIFORNIA COUNTIES of Lassen, Mono

NEVADA - ALL COUNTIES except : Clark, Esmeralda, Lincoln, Nye

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Wage Determination No.: 2005-2339

Revision No.: 15

Date Of Revision: 06/19/2013

This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below:

ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham

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Wage Determination No.: 2005-2345

Revision No.: 15

Date Of Revision: 06/19/2013

State: New Jersey

Area: New Jersey Counties of Atlantic, Cape May, Cumberland

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Wage Determination No.: 2005-2347

Revision No.: 13

Date Of Revision: 06/19/2013

State: New Jersey

Area: New Jersey Counties of Bergen, Passaic

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Wage Determination No.: 2005-2349

Revision No.: 14

Date Of Revision: 06/19/2013

State: New Jersey

Area: New Jersey Counties of Hunterdon, Middlesex, Somerset, Warren

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Wage Determination No.: 2005-2351 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: New Jersey  
Area: New Jersey Counties of Monmouth, Ocean

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Wage Determination No.: 2005-2353 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: New Jersey  
Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

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Wage Determination No.: 2005-2355 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: New Jersey  
Area: New Jersey County of Mercer

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Wage Determination No.: 2005-2361 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: New Mexico  
Area: New Mexico Counties of Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia

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Wage Determination No.: 2005-2367 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

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Wage Determination No.: 2005-2371 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

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Wage Determination No.: 2005-2373 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Nassau, Suffolk

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Wage Determination No.: 2005-2375 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester

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Wage Determination No.: 2005-2377 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Clinton, Essex, Franklin, Jefferson, Lewis, St Lawrence

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Wage Determination No.: 2005-2379 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Delaware, Dutchess, Orange, Sullivan, Ulster

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Wage Determination No.: 2005-2381 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Genesee, Livingston, Monroe, Ontario, Orleans,  
Schuyler, Seneca, Steuben, Wayne, Yates

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Wage Determination No.: 2005-2383 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: New York  
Area: New York Counties of Broome, Cayuga, Chemung, Chenango, Cortland,  
Hamilton, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tioga, Tompkins

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Wage Determination No.: 2005-2389 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: North Carolina  
Area: North Carolina Counties of Alleghany, Ashe, Avery, Buncombe, Burke,  
Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison,  
McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Watauga, Yancey

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Wage Determination No.: 2005-2391 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: North Carolina, South Carolina  
Area: North Carolina Counties of Alexander, Anson, Cabarrus, Catawba,  
Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes  
South Carolina Counties of Chesterfield, Lancaster, York

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Wage Determination No.: 2005-2393 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: North Carolina, South Carolina  
Area: North Carolina Counties of Beaufort, Bladen, Brunswick, Carteret,  
Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde,  
Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico,  
Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne,  
Wilson South Carolina Counties of Dillon, Horry, Marion, Marlboro

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Wage Determination No.: 2005-2397 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: North Carolina  
Area: North Carolina Counties of Alamance, Caswell, Chatham, Davidson, Davie,  
Forsyth, Guilford, Montgomery, Randolph, Rockingham, Stokes, Surry, Yadkin

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Wage Determination No.: 2005-2401 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: North Carolina  
Area: North Carolina Counties of Bertie, Durham, Edgecombe, Franklin,  
Granville, Halifax, Hertford, Nash, Northampton, Orange, Person, Vance, Wake,  
Warren

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Wage Determination No.: 2005-2407 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: North Dakota  
Area: North Dakota Statewide

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Wage Determination No.: 2005-2413 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Indiana, Kentucky, Ohio  
Area: Indiana Counties of Dearborn, Franklin, Ohio, Ripley, Switzerland  
Kentucky Counties of Boone, Bracken, Campbell, Carroll, Gallatin, Grant,  
Kenton, Mason, Pendleton, Ohio Counties of Brown, Butler, Clermont, Hamilton,  
Warren

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Wage Determination No.: 2005-2415 Revision No.: 12  
Date Of Revision: 06/19/2013  
State: Ohio  
Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake,  
Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

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Wage Determination No.: 2005-3013 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: Ohio  
Area: Ohio Counties of Carroll, Columbiana, Mahoning, Trumbull

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Wage Determination No.: 2005-2417 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: Ohio  
Area: Ohio Counties of Coshocton, Crawford, Delaware, Fairfield, Fayette,  
Franklin, Guernsey, Holmes, Knox, Licking, Madison, Marion, Morrow, Muskingum,  
Perry, Pickaway, Union

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Wage Determination No.: 2005-2419 Revision No.: 17  
Date Of Revision: 06/19/2013  
States: Indiana, Ohio  
Area: Indiana Counties of Randolph, Union, Wayne, Ohio Counties of Champaign,  
Clark, Clinton, Darke, Greene, Logan, Miami, Montgomery, Preble, Shelby

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Wage Determination No.: 2005-2421 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Ohio  
Area: Ohio Counties of Allen, Auglaize, Hancock, Hardin, Mercer, Putnam, Van  
Wert, Wyandot

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Wage Determination No.: 2005-2423 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Ohio  
Area: Ohio Counties of Adams, Athens, Gallia, Highland, Hocking, Jackson,  
Lawrence, Meigs, Pike, Ross, Scioto, Vinton

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Wage Determination No.: 2005-2425 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Ohio  
Area: Ohio Counties of Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca, Wood

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Wage Determination No.: 2005-2431 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Oklahoma  
Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo,  
Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin,  
Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love,  
Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc,  
Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

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Wage Determination No.: 2005-2433 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Oklahoma  
Area: Oklahoma Counties of Adair, Cherokee, Choctaw, Craig, Creek, Delaware, Haskell, Kay, Latimer, Le Flore, Mayes, McCurtain, McIntosh, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, Washington

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Wage Determination No.: 2005-2439 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Oregon  
Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

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Wage Determination No.: 2005-2441 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: Oregon, Washington  
Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill  
Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

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Wage Determination No.: 2005-2447 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Pennsylvania  
Area: Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

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Wage Determination No.: 2005-2449 Revision No.: 13  
Date Of Revision: 06/19/2013  
States: New Jersey, Pennsylvania  
Area: New Jersey Counties of Burlington, Camden, Gloucester, Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

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Wage Determination No.: 2005-2451 Revision No.: 16  
Date Of Revision: 06/19/2013  
States: Ohio, Pennsylvania  
Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas  
Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

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Wage Determination No.: 2005-2453 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Pennsylvania  
Area: Pennsylvania Counties of Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

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Wage Determination No.: 2005-2455 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Pennsylvania  
Area: Pennsylvania Counties of Adams, York

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Wage Determination No.: 2005-2461  
Date Of Revision: 06/19/2013  
State: Puerto Rico  
Area: Puerto Rico Statewide

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Revision No.: 15

Wage Determination No.: 2005-2467  
Date Of Revision: 06/19/2013

Revision No.: 13

This wage determination applies to the entire state of RHODE ISLAND Excluding the cities and towns in PROVIDENCE county listed below:  
PROVIDENCE County: Burrillville, Central Falls, Cumberland, Lincoln, North Smithfield, Pawtucket, Smithfield, and Woonsocket

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Wage Determination No.: 2005-2473  
Date Of Revision: 06/19/2013

Revision No.: 15

State: South Carolina  
Area: South Carolina Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Williamsburg

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Wage Determination No.: 2005-2475  
Date Of Revision: 06/19/2013

Revision No.: 15

State: South Carolina  
Area: South Carolina Counties of Calhoun, Chester, Clarendon, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, Saluda, Sumter

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Wage Determination No.: 2005-2477  
Date Of Revision: 06/19/2013

Revision No.: 14

State: South Carolina  
Area: South Carolina Counties of Darlington, Florence, Lee

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Wage Determination No.: 2005-2479  
Date Of Revision: 06/19/2013

Revision No.: 17

State: South Carolina  
Area: South Carolina Counties of Abbeville, Anderson, Cherokee, Greenville, Greenwood, Laurens, Oconee, Pickens, Spartanburg, Union

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Wage Determination No.: 2005-2485  
Date Of Revision: 06/19/2013

Revision No.: 12

State: South Dakota  
Area: South Dakota Counties of Bennett, Butte, Corson, Custer, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Meade, Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

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Wage Determination No.: 2005-3025  
Date Of Revision: 06/19/2013

Revision No.: 15

State: South Dakota  
Area: South Dakota Counties of Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Davison, Day, Deuel, Douglas, Edmunds, Faulk, Grant, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Kingsbury, Lake, Lincoln, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Sully, Turner, Union, Walworth, Yankton

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Wage Determination No.: 2005-2491 Revision No.: 12  
Date Of Revision: 06/19/2013  
States: Georgia, Tennessee  
Area: Georgia Counties of Catoosa, Dade, Walker  
Tennessee Counties of Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton,  
Marion, McMinn, Meigs, Polk, Rhea, Sequatchie, Van Buren

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Wage Determination No.: 2005-2493 Revision No.: 18  
Date Of Revision: 06/19/2013  
State: Tennessee  
Area: Tennessee Counties of Anderson, Blount, Campbell, Claiborne, Cumberland,  
Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett,  
Roane, Scott, Sevier, Union

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Wage Determination No.: 2005-2495 Revision No.: 16  
Date Of Revision: 06/19/2013  
States: Arkansas, Kentucky, Mississippi, Tennessee  
Area: ARKANSAS COUNTIES of Craighead, Crittenden, Cross, Lee, Mississippi,  
Poinsett, St Francis  
KENTUCKY COUNTIES of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman,  
Marshall, McCracken  
MISSISSIPPI COUNTIES of Benton, De Soto, Marshall, Tippah  
TENNESSEE COUNTIES of Benton, Carroll, Chester, Crockett, Decatur, Dyer,  
Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale,  
Madison, McNairy, Obion, Shelby, Tipton, Weakley

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Wage Determination No.: 2005-2497 Revision No.: 16  
Date Of Revision: 06/19/2013  
States: Kentucky, Tennessee  
Area: KENTUCKY COUNTIES of Adair, Allen, Barren, Clinton, Cumberland, Metcalfe,  
Monroe, Russell, Simpson  
TENNESSEE COUNTIES of Bedford, Cannon, Cheatham, Clay, Davidson, De Kalb,  
Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury,  
Overton, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale,  
Warren, White, Williamson, Wilson

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Wage Determination No.: 2005-2499 Revision No.: 14  
Date Of Revision: 06/19/2013  
States: Tennessee, Virginia  
Area: TENNESSEE COUNTIES of Carter, Cocke, Greene, Hancock, Hawkins, Johnson,  
Sullivan, Unicoi, Washington  
VIRGINIA COUNTIES of Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth,  
Tazewell, Washington, Wise  
The following Independent Cities are included for the Virginia Area: Bristol,  
Galax, and Norton.

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Wage Determination No.: 2005-2503 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Bastrop, Blanco, Burleson, Burnet, Caldwell, Fayette,  
Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis, Williamson

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Wage Determination No.: 2005-2505 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: Louisiana, Texas  
Area: LOUISIANA PARISHES of Calcasieu, Cameron, Jefferson Davis, Lafayette, Vermilion.  
TEXAS COUNTIES of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler

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Wage Determination No.: 2005-2507 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Aransas, Bee, Calhoun, Goliad, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, San Patricio, Victoria

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Wage Determination No.: 2005-2509 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Collin, Cooke, Dallas, Delta, Denton, Ellis, Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro, Rains, Rockwall, Smith, Van Zandt, Wood

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Wage Determination No.: 2005-2511 Revision No.: 17  
Date Of Revision: 06/19/2013  
States: New Mexico, Texas  
Area: NEW MEXICO COUNTIES of Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra.  
TEXAS COUNTIES of Culberson, El Paso, Hudspeth

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Wage Determination No.: 2005-2513 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, Tarrant, Wise

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Wage Determination No.: 2005-2515 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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Wage Determination No.: 2005-2517 Revision No.: 17  
Date Of Revision: 06/19/2013  
States: New Mexico, Oklahoma, Texas  
Area: NEW MEXICO COUNTIES of Curry, Lea, Quay, Roosevelt, Union  
OKLAHOMA COUNTIES of Beaver, Cimarron, Texas TEXAS COUNTIES of Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

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Wage Determination No.: 2005-2519 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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Wage Determination No.: 2005-2521 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

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Wage Determination No.: 2005-2523 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Texas  
Area: Texas Counties of Anderson, Bell, Bosque, Brazos, Coryell, Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

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Wage Determination No.: 2005-2525 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: Oklahoma, Texas  
Area: OKLAHOMA COUNTIES of Comanche, Cotton, Greer, Harmon, Jackson, Jefferson, Kiowa, Stephens, Tillman.  
TEXAS COUNTIES of Archer, Baylor, Clay, Wichita, Wilbarger

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Wage Determination No.: 2005-2531 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Utah  
Area: Utah Statewide

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Wage Determination No.: 2005-2537 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: Vermont  
Area: Vermont Statewide

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Wage Determination No.: 2005-2543 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: North Carolina, Virginia  
Area: NORTH CAROLINA COUNTIES of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
VIRGINIA COUNTIES of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

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Wage Determination No.: 2005-2545 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Virginia  
Area: Virginia Counties of Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Charlotte, Charlottesville, Chesterfield, Colonial Hghts, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greensville, Hanover, Henrico, Hopewell, King William, King and Queen, Lancaster, Louisa, Lunenburg, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Orange, Petersburg, Powhatan, Prince Edward, Prince George, Richmond, Sussex, Westmoreland

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Wage Determination No.: 2005-2547 Revision No.: 14  
Date Of Revision: 06/19/2013  
State: Virginia  
Area: Virginia Counties of Alleghany, Amherst, Appomattox, Augusta, Bath, Bedford, Bland, Botetourt, Campbell, Carroll, Craig, Floyd, Franklin, Giles, Halifax, Henry, Highland, Montgomery, Nelson, Patrick, Pittsylvania, Pulaski, Roanoke, Rockbridge, Wythe  
The following Independent Cities are included for the Southwest Virginia Area: Buena Vista, Clifton Forge, Covington, Danville, Lexington, Lynchburg, Martinsville, Radford, Salem, South Boston, Staunton, Waynesboro.

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Wage Determination No.: 2005-3019 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Virginia  
Area: Virginia Counties of Fredericksburg, Spotsylvania

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Wage Determination No.: 2005-2147 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: Guam, Northern Marianas, Wake Island  
Area: GUAM Statewide  
NORTHERN MARIANAS Statewide  
WAKE ISLAND Statewide

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Wage Determination No.: 2005-2559 Revision No.: 16  
Date Of Revision: 06/19/2013  
State: Washington  
Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

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Wage Determination No.: 2005-2561 Revision No.: 18  
Date Of Revision: 06/19/2013  
State: Washington  
Area: Washington Counties of Island, San Juan, Skagit

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Wage Determination No.: 2005-2563 Revision No.: 15  
Date Of Revision: 06/19/2013  
State: Washington  
Area: Washington Counties of King, Snohomish, Whatcom

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Wage Determination No.: 2005-2565 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Washington  
Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

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Wage Determination No.: 2005-2567 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Washington  
Area: Washington Counties of Lewis, Pierce, Thurston

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Wage Determination No.: 2005-2569 Revision No.: 15  
Date Of Revision: 06/19/2013  
States: Oregon, Washington  
Area: OREGON COUNTIES of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler.  
WASHINGTON COUNTIES of Benton, Franklin, Walla Walla, Yakima

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Wage Determination No.: 2005-2573 Revision No.: 16  
Date Of Revision: 06/19/2013  
States: Kentucky, Ohio, West Virginia  
Area: KENTUCKY COUNTIES of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike  
OHIO COUNTIES of Monroe, Morgan, Noble, Washington  
WEST VIRGINIA - All Counties except : Berkeley, Jefferson  
Note: West Virginia include all counties except Berkeley and Jefferson counties.

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Wage Determination No.: 2005-3017 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: West Virginia  
Area: West Virginia Counties of Berkeley, Jefferson

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Wage Determination No.: 2005-2575 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Wisconsin  
Area: Wisconsin Counties of Brown, Calumet, Door, Florence, Fond Du Lac, Forest, Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage, Shawano, Sheboygan, Vilas, Waupaca, Waushara, Winnebago

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Wage Determination No.: 2005-2577 Revision No.: 17  
Date Of Revision: 06/19/2013  
State: Wisconsin  
Area: Wisconsin Counties of Adams, Barron, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Grant, Jackson, Juneau, La Crosse, Monroe, Pepin, Richland, Trempealeau, Vernon, Wood

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Wage Determination No.: 2005-2579 Revision No.: 11  
Date Of Revision: 06/19/2013  
State: Wisconsin  
Area: Wisconsin Counties of Columbia, Dane, Dodge, Green, Iowa, Jefferson, Lafayette, Rock, Sauk

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Wage Determination No.: 2005-2581 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Wisconsin  
Area: Wisconsin Counties of Milwaukee, Ozaukee, Racine, Walworth, Washington, Waukesha

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Wage Determination No.: 2005-3003 Revision No.: 13  
Date Of Revision: 06/19/2013  
State: Wisconsin  
Area: Wisconsin County of Kenosha

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Wage Determination No.: 2005-2587 Revision No.: 12  
Date Of Revision: 06/19/2013  
States: Nebraska, Wyoming  
Area: NEBRASKA COUNTIES of Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux  
WYOMING Statewide

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## **Hazardous Waste Pickup/Disposal Services**

Wage Determination No.: 1996-0223

Revision No.: 31

Date of Revision: 06/19/2013

States: Nationwide

Area: Applicable in the continental U.S. and Hawaii. Regions are defined as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

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### **Aerial Photographers/First Officer (Co-Pilot)/ 31010 - Airplane Pilot**

Wage Determination No: 1995-0222

Revision No: 35

Date Of Revision: 02/26/2014

States: Nationwide

Area: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

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### **Diver Services**

Wage Determination No: 2004-0047

Revision No: 11

Date Of Revision: 01/23/2012

States: Nationwide

Area: This wage determination applies to the Coastline of the U.S., Alaska and Hawaii except DC, DE, FL, GA, MD, NC, SC and VA (Southern Areas).

ALASKA AREA: Alaska Coastline.

GULF OF MEXICO AREA: All land areas adjacent to the Gulf of Mexico, except Gulf of Mexico area in Texas and Louisiana (see WDs numbers below).

NEW ENGLAND AREA: From the border of New Brunswick, Canada down to longitude that is parallel to the border between Massachusetts and Rhode Island so as to include Nantucket Island and Martha's Vineyard.

NEW YORK AREA: From the above down to the line between Monmouth and Ocean Counties, New Jersey.

NORTHERN CALIFORNIA AREA: From the above longitudinal parallel line extending out from the border of Oregon and California.

OREGON AREA: From the above longitudinal parallel line extending out from the border of Washington and Oregon.

SOUTHERN CALIFORNIA AND HAWAII AREA: From the border of Mexico to a line starting from the border between San Luis Obispo and Monterey Counties, California parallel to the latitudinal lines, including Hawaii.

WASHINGTON AREA: From the above to a longitudinal parallel line extending out from the border of Canada and Washington.

### **Diver Services**

Wage Determination No: 2002-0190  
Date Of Revision: 06/19/2013  
State: Louisiana  
Area: Louisiana Statewide

Revision No: 17

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### **Diver Services**

Wage Determination No: 2002-0261  
Date Of Revision: 06/19/2013  
State: Texas

Revision No: 16

Area: Texas Counties of Angelina, Austin, Brazoria, Calhoun, Chambers, Colorado, Fayette, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Jasper, Jefferson, Lavaca, Leon, Liberty, Madison, Matagorda, Montgomery, Newton, Orange, Polk, Sabine, Trinity, Tyler, Victoria, Walker, Washington, Wharton

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### **Diver Services**

Wage Determination No: 2007-0134  
Date Of Revision: 11/05/2012

Revision No: 7

States: Delaware, District of Columbia, Florida, Georgia, Maryland, New Jersey, North Carolina, South Carolina, Virginia  
Area: District of Columbia Statewide, Delaware Statewide, Florida Statewide Georgia Statewide, Maryland Counties of Caroline, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico, Worcester, North Carolina Statewide New Jersey Counties of Atlantic, Burlington, Cape May, Ocean, South Carolina Statewide, Virginia Statewide

The area of application covers the area from South of the line between Monmouth and Ocean Counties, New Jersey down to the tip of Southern Florida.

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### **Health Physics Technician Services**

Wage Determination No: 1994-0520  
Date of Last Revision: 06/19/2013  
Service: Health Physics Technician

Revision No.: 24

Employed on contracts for Health Physics Technicians support services.

State(s): Tennessee

Area: Tennessee Counties of Anderson, Blount, Campbell, Claiborne, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier, Union

*Note: This wage determination is exclusively used on Department of Energy (DOE) task orders. Contractors may be required to submit modification requests for Wage Determination changes at the time of task order placement.*

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## Debt Collection Services

Wage Determination No: 1998-0642

Revision No: 25

Date Of Revision: 06/19/2013

States: Alabama, Alaska, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin

Area: Alaska Statewide, Alabama Statewide, Arizona Statewide, California - All Counties except : San Joaquin, Colorado Statewide, Connecticut Statewide, District of Columbia Statewide, Florida Statewide, Georgia Statewide, Iowa - All Counties except : Page, Idaho Statewide, Illinois - All Counties except : Peoria, Indiana Statewide, Kansas Statewide, Louisiana Statewide, Massachusetts Statewide, Maryland Statewide, Maine Statewide, Michigan Statewide, Minnesota - All Counties except : Jackson, Missouri Statewide, Mississippi Statewide, Montana Statewide, North Carolina Statewide, Nebraska Statewide, New Hampshire Statewide, New Jersey Statewide, New Mexico Statewide, Nevada Statewide New York - All Counties except: Monroe, New York, Ohio - All Counties except: Mahoning, Oklahoma Statewide, Oregon Statewide, Pennsylvania - All Counties except: Dauphin, Montgomery, Rhode Island Statewide, South Carolina Statewide South Dakota Statewide, Tennessee - All Counties except: Sumner, Williamson Texas - All Counties except: Collin, Coryell, Lampasas, Oldham, Utah Statewide, Virginia Statewide, Washington Statewide, Wisconsin Statewide and West Virginia Statewide



## Foreign Language Translator

|   |   |
|---|---|
| <b>REGISTER OF WAGE DETERMINATIONS UNDER<br/>THE SERVICE CONTRACT ACT</b><br>By direction of the Secretary of Labor<br><br><br>Diane C. Koplewski      Division of Wage<br>Director                      Determinations | <b>U.S. DEPARTMENT OF LABOR<br/>EMPLOYMENT STANDARDS ADMINISTRATION<br/>WAGE AND HOUR DIVISION<br/>WASHINGTON, D.C. 20210</b><br><br>Wage Determination No.: 1987-0989<br>Revision No.: 37<br>Date of Last Revision: 06/20/2012 |
|---|---|

Nationwide: Applicable in the Continental U.S., Alaska, American Samoa, Guam, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contract for Translator services.

| <b>OCCUPATION CODE - TITLE</b>      | <b>RATE</b> |
|-------------------------------------|-------------|
| 30110 - Foreign Language Translator | 22 .74      |

### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** \$3.71 per hour or \$148.40 per week or \$643.07 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per

week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in

an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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**Interpreter (Sign Language)**

|   |   |
|---|---|
| <b>REGISTER OF WAGE DETERMINATIONS UNDER<br/>THE SERVICE CONTRACT ACT</b><br>By direction of the Secretary of Labor<br><br><br>Diane C. Koplewski      Division of Wage<br>Director                      Determinations | <b>U.S. DEPARTMENT OF LABOR<br/>EMPLOYMENT STANDARDS ADMINISTRATION<br/>WAGE AND HOUR DIVISION<br/>WASHINGTON, D.C. 20210</b><br><br>Wage Determination No.: 1988-0742<br>Revision No.: 26<br>Date of Last Revision: 06/18/2012 |
|---|---|

Nationwide: Applicable in the Continental U.S., Alaska, American Samos, Guam, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contract for interpreter services for hearing impaired.

| <b>OCCUPATION CODE - TITLE</b>      | <b>RATE</b> |
|-------------------------------------|-------------|
| 30130 - Interpreter (Sign Language) | 22.34       |

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.71 per hour or \$148.40 per week or \$643.07 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

|   |   |
|---|---|
| <p style="text-align: center;">REGISTER OF WAGE DETERMINATIONS UNDER<br/>THE SERVICE CONTRACT ACT<br/>By direction of the Secretary of Labor</p> <p style="text-align: center;">Diane C. Koplewski      Division of Wage<br/>Director                      Determinations</p> | <p style="text-align: center;">U.S. DEPARTMENT OF LABOR<br/>EMPLOYMENT STANDARDS ADMINISTRATION<br/>WAGE AND HOUR DIVISION<br/>WASHINGTON, D.C. 20210</p> <p style="text-align: center;">Wage Determination No.: 2007-0020<br/>Revision No.: 13<br/>Date of Last Revision: 06/13/2012</p> |
|---|---|

Nationwide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

| OCCUPATION CODE – TITLE      | FOOTNOTE | RATE  |
|------------------------------|----------|-------|
| 91401 - Fishery Observer I   |          | 15.00 |
| 91402 - Fishery Observer II  |          | 16.73 |
| 91403 - Fishery Observer III |          | 18.59 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.71 average computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



|   |   |
|---|---|
| <p style="text-align: center;">REGISTER OF WAGE DETERMINATIONS UNDER<br/>THE SERVICE CONTRACT ACT<br/>By direction of the Secretary of Labor</p> <p style="text-align: center;">Diane C. Koplewski      Division of Wage<br/>Director                      Determinations</p> | <p style="text-align: center;">U.S. DEPARTMENT OF LABOR<br/>EMPLOYMENT STANDARDS ADMINISTRATION<br/>WAGE AND HOUR DIVISION<br/>WASHINGTON, D.C. 20210</p> <p style="text-align: center;">Wage Determination No.: 1996-0362<br/>Revision No.: 23<br/>Date of Last Revision: 06/13/2012</p> |
|---|---|

State: Alaska

Area: Alaska Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

| OCCUPATION CODE – TITLE      | FOOTNOTE | RATE  |
|------------------------------|----------|-------|
| 91401 - Fishery Observer I   |          | 15.00 |
| 91402 - Fishery Observer II  |          | 16.73 |
| 91403 - Fishery Observer III |          | 18.59 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards

set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

|      |                                   |                         |                         |
|------|-----------------------------------|-------------------------|-------------------------|
|      | IDENTIFY THE TASKS FROM THE PBSOW |                         |                         |
| Name | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      |                                   |                         |                         |
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|      |                                   |                         |                         |
|      | Sub-Total Level of Effort (Hours) |                         |                         |
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|      | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      | Sub-Total Level of Effort (Hours) |                         |                         |
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|      | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      | Sub-Total Level of Effort (Hours) |                         |                         |
|      |                                   |                         |                         |
|      | Total Level of Effort (Hours)     | 303,010,56              |                         |

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| Name | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      | Sub-Total Level of Effort (Hours) |                         |                         |
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|      | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      | Sub-Total Level of Effort (Hours) |                         |                         |
|      |                                   |                         |                         |
|      | Total Level of Effort (Hours)     | 328,762.56              |                         |
|      |                                   |                         |                         |

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| Name | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      | Sub-Total Level of Effort (Hours) |                         |                         |
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|      | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      | Sub-Total Level of Effort (Hours) |                         |                         |
|      |                                   |                         |                         |
|      | Total Level of Effort (Hours)     | 255,933.12              |                         |

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| Name | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      | Sub-Total Level of Effort (Hours) |                         |                         |
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|      | Labor Category                    | Level of Effort (Hours) | Company Providing Labor |
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|      |                                   |                         |                         |
|      | Sub-Total Level of Effort (Hours) |                         |                         |
|      |                                   |                         |                         |
|      | Total Level of Effort (Hours)     | 221,133.12              |                         |

(COMPANY LOGO)

**(The purpose of the Monthly Status Report is to facilitate verification of the contractor's invoice for the same month. It provides a record of work performed, expenditures and cumulative contract costs to date.)**

## **MONTHLY STATUS REPORT**

### **FOR THE PERIOD**

**June 2014**

**PROJECT MANAGER, WARFIGHTER INFORMATION NETWORK-TACTICAL (PM WIN-T)**

Contract Number:  
Task Order Number:

Date Prepared: 10 July 2014

Prepared For COR:

(NAME OF COR)

Prepared By:

(Company Name)  
(Address)

The views, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Department of the Army position, policy, or decision, unless designated by other documentation. Government acceptance of the delivery of this report does not constitute agreement with its contents.



(COMPANY LOGO)

(COMPANY LOGO)

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|                | <b>WIN-T INC 1</b>       | <b>5</b>        |
|                | <b>FINANCIAL SUMMARY</b> | <b>7</b>        |

(COMPANY LOGO)

## Program: SMART-T

**Program Code:** (Use the contract-specific program code assigned for funding by GSA, such as: AEHF, SMART-T, WIN-T INC 1, etc.)

**Contractor's Project Lead:** (Name of Individual directly accountable to the Government PL) Joe Dokes, Title, Phone#

**Government Project Lead or POC:** (Name of Government Project Lead) Les Nessman, Title, Phone#

### 1. Work Performed During the Reporting Period:

(Describe the actual tasks accomplished. Explain why Work Performed is different from paragraph 1 Work Planned.)

### 2. Major Accomplishments: (Identify accomplishment or tasks completed, deliveries made, etc.)

### 3. Work Planned for Next Reporting Period:

(State meaningful events/activities that are planned the next month and for what purpose.) (Insert narrative of each task planned for this period, use complete sentences, identify activities and objectives planned. This can also support claims of insufficient funds when addressed as an Item of Concern in paragraph 4 below.)

### 4. Items of Concern: (Describe any issue, tasking, resources which may require the PLs attention including funding shortfalls realized or projected.)

***(INSERT FINANCIAL DETAILS FOR EACH PROGRAM TO INCLUDE PRIME AND SUBS. SUMMARIZE COST and labor hours FOR EACH PROGRAM AT END OF REPORT. REPORTING PERIOD SHOULD COINCIDE WITH INVOICING PERIOD)***

| Company            | Employee         | Labor Category | Rate (Fully Burdened) | Hours Work       | OT Hours Worked (for Non-Exempt) | Total Hours       | Labor Cost This Period | CUM Hrs | CUM \$ |
|--------------------|------------------|----------------|-----------------------|------------------|----------------------------------|-------------------|------------------------|---------|--------|
| ABC (Prime)        | Einstein, Albert | Maven-Level 1  | \$110.00              | 160              | 0                                | 160               | \$17,600.00            |         |        |
| ABC (Prime)        | Newton, Isaac    | Maven-Level 2  | \$120.00              | 160              | 0                                | 160               | \$19,200.00            |         |        |
| XYZ(Subcontractor) | Doe, Joe         | SME(Senior)    | \$73.00               | 160              | 0                                | 160               | \$11,680.00            |         |        |
|                    |                  |                | <b>Total Labor</b>    |                  |                                  | <b>180</b>        | <b>\$</b>              |         |        |
| <b>Travel</b>      |                  |                |                       |                  |                                  |                   |                        |         |        |
| <b>Company</b>     | <b>Employee</b>  | <b>Dates</b>   | <b>Destination</b>    | <b>Purpose</b>   |                                  |                   |                        |         |        |
|                    |                  |                |                       |                  |                                  |                   |                        |         |        |
|                    |                  |                |                       |                  |                                  | <b>Total Cost</b> | <b>\$0.00</b>          |         |        |
| <b>ODCs</b>        |                  |                |                       |                  |                                  |                   |                        |         |        |
| <b>Description</b> | <b>Purpose</b>   | <b>Part</b>    | <b>Unit</b>           | <b>Unit Cost</b> | <b>QTY</b>                       | <b>Fee</b>        | <b>Price</b>           |         |        |

(COMPANY LOGO)

|        |                                 |                          |      |         |   |                                 |               |  |  |
|--------|---------------------------------|--------------------------|------|---------|---|---------------------------------|---------------|--|--|
|        |                                 | <b>Number,<br/>Model</b> |      |         |   |                                 |               |  |  |
| Widget | Necessary<br>to perform<br>work | P/N 1234                 | Each | \$10.00 | 2 | 5%                              | \$21.00       |  |  |
|        |                                 |                          |      |         |   | <b>Sub-<br/>Total<br/>Price</b> | <b>\$0.00</b> |  |  |
|        |                                 |                          |      |         |   | <b>Total<br/>Charges</b>        |               |  |  |

## Program: WIN-T INC 1

**Program Code:** (Use the program code assigned for funding and MIPRS) INC 1

**Contractor's Project Lead:** (Name of Individual directly accountable to the Government PL) Mark Spitz, Title, Phone#

**Government Project Lead or POC:** (Name of Government Project Lead) Johnny B. Good, Title, Phone#

### **Prime Contractor Activity:**

#### **1. Work Planned for this Reporting Period:**

(State meaningful events/activities that were planned and for what purpose.) (Insert narrative of each task planned for this period, use complete sentences, identify activities and objectives planned.)

#### **2. Work Performed During the Reporting Period:**

(Describe the actual tasks accomplished. Explain why Work Performed is different from paragraph 1 Work Planned.)

**3. Major Accomplishments:** (Identify accomplishment or tasks completed, deliveries made, etc.)

**4. Items of Concern:** (Describe any issue, tasking, resources which may require the PLs attention.)

**Subcontractor A Activities:** (Use the same format for each subcontractor that supported the program)

#### **1. Work Planned for this Reporting Period:**

(State meaningful events/activities that were planned and for what purpose.) (Insert narrative of each task planned for this period, use complete sentences, identify activities and objectives planned.)

#### **2. Work Performed During the Reporting Period:**

(COMPANY LOGO)

(Describe the actual tasks accomplished. Explain why Work Performed is different from paragraph 1 Work Planned.)

**3. Major Accomplishments:** (Identify accomplishment or tasks completed, deliveries made, etc.)

**4. Items of Concern:** (Describe any issue, tasking, resources which may require the PLs attention. )

**Subcontractor B Activities:**

**1. Work Planned for this Reporting Period:**

(State meaningful events/activities that were planned and for what purpose.) (Insert narrative of each task planned for this period, use complete sentences, identify activities and objectives planned.

**2. Work Performed During the Reporting Period:**

(Describe the actual tasks accomplished. Explain why Work Performed is different from paragraph 1 Work Planned.)

**3. Major Accomplishments:** (Identify accomplishment or tasks completed, deliveries made, etc.)

**4. Items of Concern:** (Describe any issue, tasking, resources which may require the PLs attention. )

***(INSERT FINANCIAL DETAILS FOR EACH PROGRAM TO INCLUDE PRIME AND SUBS. SUMMARIZE COST FOR EACH PROGRAM AT END OF REPORT. REPORTING PERIOD SHALL COINCIDE WITH INVOICING PERIOD)***

| Company            | Employee                  | Labor Category     | Rate (Fully Burdened) | Hours Work | OT Hours Worked (for Non-Exempt) | Total Hours            | Labor Cost This Period | CUM Hrs | CUM \$ |
|--------------------|---------------------------|--------------------|-----------------------|------------|----------------------------------|------------------------|------------------------|---------|--------|
| ABC (Prime)        | Einstein, Albert          | Maven-Level 1      | \$110.00              | 160        | 0                                | 160                    | \$17,600.00            |         |        |
| ABC (Prime)        | Newton, Isaac             | Maven-Level 2      | \$120.00              | 160        | 0                                | 160                    | \$19,200.00            |         |        |
| XYZ(Subcontractor) | Doe, Joe                  | SME(Senior)        | \$73.00               | 160        | 0                                | 160                    | \$11,680.00            |         |        |
|                    |                           |                    | <b>Total Labor</b>    |            |                                  | <b>180</b>             | <b>\$</b>              |         |        |
| <b>Travel</b>      |                           |                    |                       |            |                                  |                        |                        |         |        |
| Company            | Employee                  | Dates              | Destination           | Purpose    |                                  |                        |                        |         |        |
|                    |                           |                    |                       |            |                                  |                        |                        |         |        |
|                    |                           |                    |                       |            |                                  | <b>Total Cost</b>      | <b>\$0.00</b>          |         |        |
| <b>ODCs</b>        |                           |                    |                       |            |                                  |                        |                        |         |        |
| Description        | Purpose                   | Part Number, Model | Unit                  | Unit Cost  | QTY                              | Fee                    | Price                  |         |        |
| Widget             | Necessary to perform work | P/N 1234           | Each                  | \$10.00    | 2                                | 5%                     | \$21.00                |         |        |
|                    |                           |                    |                       |            |                                  | <b>Sub-Total Price</b> | <b>\$0.00</b>          |         |        |
|                    |                           |                    |                       |            |                                  | <b>Total</b>           |                        |         |        |

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|  |                |  |  |  |
|--|----------------|--|--|--|
|  | <b>Charges</b> |  |  |  |
|--|----------------|--|--|--|

(COMPANY LOGO)

CONTRACT FINANCIAL SUMMARY THROUGH THE END OF THIS REPORTING PERIOD

| Program                | Labor Hours | LABOR \$ | TRAVEL \$ | ODC \$ | TOTAL \$ |
|------------------------|-------------|----------|-----------|--------|----------|
|                        |             |          |           |        |          |
|                        |             |          |           |        |          |
|                        |             |          |           |        |          |
|                        |             |          |           |        |          |
|                        |             |          |           |        |          |
| <b>GRAND<br/>TOTAL</b> |             |          |           |        |          |
|                        |             |          |           |        |          |

The above financial reporting shall trace to the most recent monthly invoice. Any differences in dollars between this information and that shown on the contractor's invoice for the same period shall be explained and reconciled.

(COMPANY LOGO)

**CERTIFICATION:**

Certification Statement: I have read this report and concur with its contents as being complete and accurate and I understand that the information contained herein may become a claim against the Federal Government.

|                              |           |      |
|------------------------------|-----------|------|
| Contractor's Program Manager | Signature | Date |
|------------------------------|-----------|------|

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